# SAN DIEGO VELODROME ASSOCIATION 2011 MEMBERSHIP APPLICATION AGREEMENT. WAIVER. AND RELEASE OF LIABILITY for (check one only):

	Other: SWAMI'S TRACK CLASS (\$60)
Ī	Kids Classes (parent or guardian signature required)
]	Adult Classes (\$120)
	Public day use - Date of use:
]	Event Competitor (event fee will vary)
	Junior Membership (\$60)
	Adult Membership (\$120)

#### SEE SEPARATE FORM FOR AFFILIATE-CLUB AND STUDENT APPLICATIONS

In being granted membership in the San Diego Velodrome Association (SDVA), in consideration for being permitted access to and use of the San Diego Velodrome (Velodrome) facilities, or in connection with participation in any bicycling event or activity conducted by SDVA or on the Velodrome, I agree to the following:

I agree to indemnify, defend, hold harmless, release, and forever discharge the SDVA, the City of San Diego, the United States Cycling Federation, the American Track Racing Association, the Amateur Athletic Foundation, and their officers, agents, employees, contractors, volunteers, advertisers, and sponsors, from any and all lawsuits, damages, claims, judgments, losses, liability, costs, or expenses arising out of the death, personal injury, or property damage which may be sustained by me, my child, or ward in connection with the use of the Velodrome facilities or in connection with any action taken to medically treat me, my child, or ward in the event of an accident or injury. All of the terms above shall apply whether or not caused by the alleged negligence of, or by any acts or missions of, the SDVA, the City of San Diego, the United States Cycling Federation, the American Track Racing Association, the amateur Athletic foundation, and their officers, agents, employees, contractors, volunteers, advertisers, and sponsors.

I understand that there are inherent hazardous risks associated with the activity of bicycle riding, training, and/or racing, which could include serious injury or death, and I freely assume the risk of any and all injuries that I, my child, or ward may sustain while using the Velodrome facilities. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet which satisfies the requirements of the United States Cycling Federation or American Track Racing Association and which is capable of protecting against serious head injury, and assume all responsibility and liability for the selection of such helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in a bicycling event, or which would interfere with my ability to participate in a bicycling event. I understand that the SDVA and the City of San Diego do not carry insurance to cover participants using the Velodrome facilities.

In the event of accident or injury, I give consent to and authorize administration of all treatments considered necessary or advisable in the judgment of a licensed physician or medically trained personnel.

I agree to abide by all rules, regulations, and policies of the SDVA and any special regulations for bicycling events. A copy of the SDVA Rules is printed on the back of this Agreement. I also agree that the SDVA, the City of San Diego, the United States Cycling Federation, the American Track Racing Association, and the Amateur Athletic Foundation may take photographs for use in publication, promotional programs, and new releases without my written consent.

# I have read, understand, and freely consent to and sign this Member Agreement, Waiver, and Release of Liability.

I am aware that this is a release of liability and a contract between me, or my minor child or ward (if applicable), and the SDVA, the City of San Diego, the United States Cycling Federation, the American Track Racing Association, and the Amateur Athletic Foundation, that I am releasing legal rights by signing it, and that it is binding on the heirs and assigns of the undersigned. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or a consent to any subsequent waiver or modification. This waiver will remain in effect for one year from the date it is signed.

Name (please print):					
last name	first name		middle initial		
Address:					
Street name & number					
City:	State:	Zip:			
Telephone:	E-mail:		<del></del>		
Signature:	Date:				
Signature of parent or guardian	(if applicant is a minor):		Date:		

### **SDVA RULES AND REGULATIONS**

### Rules of Riding the Velodrome:

- 1.) Helmets must be worn when riding.
- 2.) Riders should ride a straight line.
- 3.) Riders should check behind before changing position on the track.
- 4.) Slower riders ride above (to the right of) the blue line.
- 5.) Faster riders should pass below (to the left) of the blue line.
- 6.) If a supervising rider is present, cyclists must follow the directions of the supervising rider.

## **Rules of Conduct:**

No Velodrome facility user while on the premises shall engage in any of the following -

- · Theft, fraud, or grossly unsportsmanlike conduct;
- Enter into competition or membership under an assumed name;
- Act disrespectful (which includes using foul or abusive language) toward officials, organizers, spectators, or other riders;
- Commit assault (threaten to do bodily injury) or battery (do or attempt to do bodily injury).
- Share the Velodrome lock combination with or allow entry to nonmembers

### Enforcement and penalties for violation -

- During an event conducted under permit of the USCF or other permitting organization, violators are subject to the enforcement procedures of that organization;
- At all other times, any member of the Board of Directors may issue a warning, suspend riding privileges for the day, suspend riding privileges for a longer period, or terminate the membership, depending on the nature, severity, or frequency of the violation; in the absence of a member of the Board of Directors, the race director, track steward, or coaching member, may issue a warning or suspend riding privileges for the day, subject to review by the Board (which has the discretion to reverse, uphold, or increase the penalty).