

SAN DIEGO VELODROME ASSOCIATION (SDVA) AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

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 the San Diego Velodrome Association (SDVA) or on the Velodrome, I agree to the following:

I waive any claim for personal injuries or death or property damage which may be sustained by me, my child, or ward in connection with the use of the Velodrome facilities or equipment.

I agree to indemnify, defend, hold harmless, release, and forever discharge SDVA, the City of San Diego, USA Cycling, the American Track Racing Association, the Amateur Athletic Foundation, and their directors, officers, agents, employees, contractors, volunteers, and sponsors, from any and all lawsuits, damages, claims, judgments, losses, liability, costs, or expenses, including attorney's fees and loss of income, 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 equipment, or in connection with any action taken to medically treat me, my child, or ward in the event of an accident or injury. This waiver and agreement to indemnify and release, and all of the terms above, shall apply whether or not injury or death or damage is caused by the alleged negligence of, or by any acts or omissions of, SDVA, the City of San Diego, USA Cycling, the American Track Racing Association, the Amateur Athletic Foundation, and their officers, agents, employees, contractors, volunteers, 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 or equipment. I accept that the Velodrome facilities, equipment and operation are safe, and I shall immediately stop using them if I deem that they are not. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet which satisfies the requirements of USA Cycling or American Track Racing Association, and I assume all responsibility and liability for the selection of such helmet. This helmet will be securely attached to my head whenever I am riding on the Velodrome or its grounds. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in any activity at the Velodrome. I understand that the SDVA and the City of San Diego do not carry insurance to cover participants using the Velodrome facilities. I or my insurance will pay for any injury or damages which I might incur while 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. I also agree that the SDVA, the City of San Diego, USA Cycling, the American Track Racing Association, and the Amateur Athletic Foundation may take photographs for use in publication, promotional programs, and news releases without my written consent.

I am aware that this is a release of liability and a contract between me (or my minor child or ward), and the SDVA, the City of San Diego, USA Cycling, the American Track Racing Association, and the Amateur Athletic Foundation, and that I am releasing legal rights by signing it. It shall be binding on my family, heirs and representatives. This agreement shall remain in effect for so long as I use the Velodrome facilities. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a consent to any subsequent waiver or a modification of any other provision. This waiver and release agreement is intended to be as broad as is allowed by law.

I have read and understand the SDVA Concussion Policy which follows *California Assembly Bill No. 2007, Section 124235*:
"An athlete who is suspected of sustaining a concussion or other head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day, and shall not be permitted to return to any athletic activity until he or she is evaluated by a licensed health care provider. The athlete shall not be permitted to return to athletic activity until he or she receives written clearance to return to athletic activity from a licensed health care provider. If the licensed health care provider determines that the athlete sustained a concussion or other head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider."

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

Name (please print): _____

(Last name)

(First name)

(MI)

Emergency Contact - name/phone: _____ / _____

Signature: _____ Date: _____

If a minor, Name & Signature of parent/guardian: _____ Date: _____



SDVA RULES AND REGULATIONS

Rules for Riding the Velodrome

- 1) Helmets must be worn and secured at all times when riding on the Velodrome or its grounds.
- 2) Riders shall not use headphones, earbuds, earplugs, etc., while riding on the track.
- 3) Riders should ride in a straight line and check behind before changing position on the track.
- 4) Other than in competition, slower riders should always leave others sufficient space to pass above and below.
- 5) Faster riders should generally pass below the blue (stayer's) line. If you warn a rider ahead, say "Stay."
- 6) Cyclists, members and spectators must follow directions from Board Member, track steward, track manager or race director. Only coaches certified by SDVA may motorpace riders. No motorpacing during public hours except with special permission from the Board.

Rules of Conduct

- 1) No pets are allowed on the track or infield. Pets in the stands must be leashed.
- 2) Members may not share the Velodrome lock combination with or allow entry to nonmembers.
- 3) No smoking in the stands, on the track or infield. Members shall be aware of and comply with the City Parks & Rec rules for Balboa Park as posted at the entrance to the track.
- 4) No Velodrome facility user while on the premises shall engage in any of the following -
 - Theft, fraud, deceit, or grossly unsportsmanlike conduct;
 - Enter into competition or membership under an assumed name;
 - Act disrespectfully (which includes using foul or abusive language) toward officials (including race officials and City employees), organizers, spectators, or other riders; or,
 - Threaten or attempt or do bodily injury to anyone.

Enforcement and Penalties for Violation of Rules:

- During an event conducted under permit of USA Cycling or other permitting organization, violators are subject to the rules and enforcement procedures of that organization;
- Any member of the Board of Directors (Board), race director, track steward, track manager, or coaching member may issue a warning, suspend riding privileges for the day or longer, or terminate the membership (depending on the nature, severity, or frequency of the violation) of any rider who is riding unsafely, violating rules or laws, or behaving in a manner detrimental to the SDVA. The Board may deny and/or revoke membership to any person without cause, except that any denial may not be on the basis of race, color, national origin, religion, sexual orientation, age or disability; and,
- All penalties may be reviewed by the Board which can reverse, uphold, or increase the penalty. After providing written notice and an opportunity to respond, SDVA Board may deny/revoke membership to anyone who has continually violated above rules and/or continually disparaged SDVA verbally or on social media.