

## Participant Release and Waiver of Liability; Assumption of Risk

For and in consideration of participating in the 2023 LoToJa Classic (LoToJa) the undersigned acknowledge(s) and agree(s) as follows:

1. I recognize, acknowledge, and understand that: (a) the risk of injury from any recreational activities, including LoToJa, is possible and potentially significant and (b) while following LoToJa rules/guidelines, using equipment properly, and personal discipline may reduce this risk, the risk of serious injury does exist, including, without limitation, death, paralysis, injury, accident, unpredictable human or animal behavior, mechanical malfunction, dangers associated with high speed and the forces of nature, my own actions, and the actions of other persons. Understanding this, my participation is VOLUNTARY and completely at my OWN RISK.
2. I KNOWINGLY AND FREELY ASSUME ALL RISKS OF PARTICIPATING IN LOTOJA, both known and unknown, and assume full responsibility for my participation, and willingly agree to comply with the terms and conditions for participation. If I observe any unusual or significant danger or hazard during my participation in LoToJa or my presence at the event, I will remove myself from any participation and will use reasonable efforts to immediately bring the danger or hazard to the attention of the nearest supervising person.
3. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE Epic Events LLC (DBA LoToJa Classic or LoToJa), and their respective officers, agents and/or representatives, other participants, and volunteers (collectively, the "Released Parties") from any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including without limitation, court costs and attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my participation in LoToJa. I understand that this release and waiver discharges the Released Parties from any liability or claim with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in LoToJa, whether or not caused by LoToJa or any other party, and whether by reason of its or their negligence or otherwise, including without limitation any negligent failure to supervise and/or provide adequate facilities or equipment.
4. I authorize LoToJa and its officers, agents and/or representatives to act in my behalf in accordance with their reasonable judgment in case of an emergency and further agree to assume full responsibility for all expenses, medical or otherwise, resulting therefrom.
5. I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties from and against any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including, without limitation, attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my participation in LoToJa and incurred and/or caused by the undersigned, to the fullest extent permitted by law.
6. I certify I have no physical condition which will be aggravated by the activity anticipated or which will impair my ability to participate and withstand the contemplated activities during LoToJa.
7. This release, waiver and indemnification is governed by Utah law, without regard to its choice of laws rules. Any legal suit, action, or proceeding arising out of or relating to this release, waiver and indemnification must be brought in the federal or state courts for the State of Utah located in Salt Lake County, Utah, and I irrevocably submit to exclusive jurisdiction of such courts in any suit, action, or proceeding.

I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I acknowledge that by signing below, I have given up substantial rights freely and voluntarily, without any inducement or any other representation, statement or agreement from any person. I intend my signature to be a complete and unconditional release all all liability to the greatest extent permitted by law. My selecting the "I Agree" box below represents my signature and my agreement to all of its terms.

### PARENTAL / LEGAL GUARDIAN CONSENT

By signing this document, I attest that I am the parent or legal guardian of this minor participant. I have carefully read the foregoing and agree to all of its terms.

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Name (if participant under 18): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**USA Cycling Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement**

In consideration of USA Cycling ("USAC") allowing me to participate in any USAC sanctioned event, and all activities related to or connected with such an event, including travel to and from an event (collectively an "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**1. Assumption of Risk.** I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

**2. Release of Liability.** I hereby forever release, waive, and discharge USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees.

**3. Covenant Not to Sue and Indemnity Agreement.** I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in an Event. I understand that if I sue Releasees, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in an Event.

**4. Health and Medical Treatment.** I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my responsibility to make such determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event, and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

**5. Rules; Regulations; Equipment.** As a condition of participation, I hereby agree to be bound and abide by USAC's rules, regulations, and policies, including those contained in the USAC Rule Book, Safe Sport Program, Code of Conduct and Bylaws adopted by USAC and as amended from time to time and published at [www.usacycling.org](http://www.usacycling.org). I further agree to be familiar with and abide by the rules and regulations established for an Event, to be familiar with the Event course, and to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC regulations, and I assume all responsibility for the selection of such a helmet.

**6. Anti-doping.** I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

**7. Use of Information.** I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

**8. Media Grant.** I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

**9. Governing Law; Jurisdiction; Severability.** This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

**I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

Printed Name of Participant

Signature of Participant

Date

Date of Birth

Emergency Contact Name

Emergency Contact Number

Participant Email Address

**PARENTAL / LEGAL GUARDIAN CONSENT**

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

**Form Instructions per Utah Administrative Code R920-4:**

1. All event participants must complete this form (including the event organizer/permittee).
2. Form completion is **not required** for qualified First Amendment assembly/free speech events.
3. The event organizer/permittee must retain all completed forms for 12 months after the event and produce a copy of all completed forms for review if requested by the Department.

<b>Event Name:</b>	<b>LOTOJA CLASSIC</b>
<b>Event Date</b>	<b>SATURDAY, SEPTEMBER 9, 2023</b>

Each of us individually (and/or as parent and/or guardian of the named minor) do hereby release, remise, waive and forever discharge the State of Utah, the Utah Department of Transportation, the Utah Transportation Commission, the Utah Highway Patrol, and their officers, agents, and employees from all liability, claims, demands, actions or causes of action whatsoever arising out of or related to loss, or damages and/or injuries, including death, which may result from my participation in the above named event involving roads within the state of Utah:

<b>Print Name:</b>	
<b>Sign Name:</b>	
<b>Parent Signature (if under 18)</b>	
<b>Date:</b>	



**Your Safety • Your Mobility  
Your Economic Opportunity**

**GENERAL RELEASE  
2023 LOTOJA CLASSIC**

I, \_\_\_\_\_ (herein referred to as "Participant") being of lawful age,  
(Print Name)

and in consideration of participating in the LOTOJA CLASSIC BICYCLE RACE, on SEPTEMBER 9, 2023, do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

\_\_\_\_\_  
(Signed Participant)

\_\_\_\_\_  
(Date)

**GENERAL RELEASE (for a Minor)  
2023 LOTOJA CLASSIC**

We \_\_\_\_\_ and \_\_\_\_\_, father and mother  
(Print Name) (Print Name)

(herein referred to as "Parents") as parents (or legal guardians) of \_\_\_\_\_, a  
(Print Name)

minor child, (herein referred to as "Minor") in consideration of participating in the LOTOJA CLASSIC BICYCLE RACE, on SEPTEMBER 9, 2023, do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all liability to the Minor, his/her legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Minor or resulting in the death of Minor, arising out of or the result of participation in the above named activity.

Parents agree to indemnify and defend the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all claims, demands or suits that the Minor has or may have, either before or after he/she has reached majority.

Parents certify that they have carefully read all of the above provisions, and know and understand the contents and sign this General Release of their own free act.

\_\_\_\_\_  
(Signed Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed Participant)

\_\_\_\_\_  
(Date)