

## ROAD AND DIRT, INC. PROGRAM AGREEMENT 2016

THIS PROGRAM AGREEMENT ("Agreement") is made between the ROAD AND DIRT, INC., an Idaho nonprofit corporation, ("RD") and

PARTICIPANT \_\_\_\_\_ BIRTHDATE \_\_\_\_\_  
(referred to as "Participant" in this Agreement, and on behalf of himself if over age 18) or

PARENTS/GUARDIANS \_\_\_\_\_  
(individually or collectively referred to as "Parent" in this Agreement, even if a guardian or guardians and on behalf of a minor Participant)

MAILING/BILLING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**PARTICIPATION IN PROGRAM.** In consideration of the payment of fees and other covenants and promises of Participant/Parent, RD shall organize, sponsor and provide bicycle coaching and training services and activities for Participant in the Program. The term Program, as used in this Agreement, shall refer to any and all activities arising out of or related to Participant's participation with RD for the calendar year 2016 ("2016 Season").

### **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION.**

(a) By entering into this Agreement, Participant/Parent voluntarily and willingly request that Participant participate in the Program for the 2016 Season. Participant/Parent acknowledge the Program, as defined in this Agreement, involves activities arising out of or related to Participant's participation with RD, including but not limited to, mountain biking and road biking (individually and in groups), mountain bike coaching, road bike coaching, mountain bike or road bike racing and competitions, mountain bike skills training, including in off road bicycle parks, road bike skills training, fitness training, any or all of which may occur in facilities or in areas not owned or operated by RD, and travel in RD owned and non RD owned vehicles to and from training, competitions, outings and excursions that may occur in connection with the Program.

(b) Participant/Parent understand the risk of bodily injury from the activities involved in the Program is significant, including the potential for permanent paralysis, death and property loss or damage to Participant and/or third persons and such risks may result in damages sustained by Participant/Parent.

(c) IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE PROGRAM, PARTICIPANT, ON HIS OWN BEHALF, AND/OR PARENT, ON PARENT'S BEHALF AND PARTICIPANT'S BEHALF, HEREBY ASSUME ALL RISKS DESCRIBED ABOVE IN SUBPARAGRAPH (A). PARTICIPANT, ON HIS BEHALF, AND/OR PARENT, ON PARENT'S BEHALF AND PARTICIPANT'S BEHALF, RELEASE, WAIVE AND FOREVER DISCHARGE FROM ANY AND ALL LIABILITY AND SHALL HOLD HARMLESS AND INDEMNIFY RD, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS, SPONSORS, OTHER PARTICIPANTS, SPONSORING AGENTS, AND/OR REPRESENTATIVES OF ANY KIND AND, IF APPLICABLE, OWNERS AND LESSORS OR LESSEES OF THE PREMISES USED IN ANY PROGRAM ACTIVITY FOR ANY INJURY OR DAMAGE TO PARTICIPANT, PARENT OR A THIRD PARTY AND/OR THE PROPERTY OF PARTICIPANT, PARENT OR A THIRD PARTY ARISING OUT OF OR RESULTING FROM PARTICIPANT'S PARTICIPATION IN THE PROGRAM, AND FOR ANY DAMAGES AND COSTS, INCLUDING ATTORNEY'S FEES AND COSTS OF LITIGATION INCLUDING, BUT NOT LIMITED TO THOSE ON APPEAL OR IN BANKRUPTCY COURT, WHICH MAY BE RECOVERED BY PARTICIPANT, PARENT OR ANY THIRD PARTY. RD, PARTICIPANT, ON HIS OWN BEHALF, AND/OR PARENT, ON PARENT'S BEHALF AND PARTICIPANT'S BEHALF, AGREE THIS CONDITION OF THE AGREEMENT SHALL LEGALLY BIND PARTICIPANT, PARENT AND PARTICIPANT'S AND PARENT'S HEIRS, TRUSTEES, PERSONAL REPRESENTATIVES, AND ASSIGNS.

(d) Participant agrees to comply with stated and customary terms and conditions for participation. If Participant observes any unusual or significant hazard during Participant's participation, Participant agrees to bring such to the attention of RD immediately.

(e) PARTICIPANT/PARENT HAS CAREFULLY READ THIS PORTION OF THE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT/PARENT IS AWARE THAT PARTICIPANT, ON HIS OWN BEHALF, AND/OR PARENT, ON PARENT'S BEHALF AND PARTICIPANT'S BEHALF, IS RELEASING CERTAIN LEGAL RIGHTS BY THIS RELEASE THAT PARENT AND PARTICIPANT OTHERWISE MAY HAVE. PARTICIPANT/PARENT SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY AND WITH FULL AUTHORITY TO DO SO. THIS RELEASE IS TO BE INTERPRETED AS BROADLY AS ALLOWED BY LAW.

**CONSENT TO MEDICAL TREATMENT and MEDICAL INSURANCE.** Participant/Parent consents to RD obtaining medical or dental treatment in the event the Participant needs emergency medical or dental care, in RD's reasonable discretion. RD shall attempt to contact Parent at the following telephone numbers:

Mother's Home Phone	_____	Father's Home Phone	_____
Mother's Work Phone	_____	Father's Work Phone	_____
Mother's Cell Phone	_____	Father's Cell Phone	_____
Mother's Fax	_____	Father's Fax	_____
Mother's Email	_____	Father's Email	_____

RD shall attempt to contact the following physician:

Dr. \_\_\_\_\_ phone \_\_\_\_\_

OR

Dr. \_\_\_\_\_ phone \_\_\_\_\_

\_\_\_\_\_ check if family has no family physician OR no physician preference

Prior to Participant's eligibility for participation in the Program, Participant/Parent shall acquire and maintain during the 2015 Season a policy of health and accident insurance for Participant providing major medical health insurance coverage for Participant. Participant/Parent acknowledges and agrees that the following information about the health and accident insurance in place for Participant is true and complete at the time of the execution of the Agreement and that the policy will remain in full force and effect during the Program.

**HEALTH INSURANCE COVERAGE – (required to participate)**

Insurance Company \_\_\_\_\_

Ins. Co. Address \_\_\_\_\_

Ins. Co. Telephone No. \_\_\_\_\_

Group No. \_\_\_\_\_ Policy No. \_\_\_\_\_ Identification No. \_\_\_\_\_

**MEDICAL HISTORY** (Be sure to include pertinent medical information and list any medications currently being taken by your Participant).

Allergies \_\_\_\_\_

Medication \_\_\_\_\_

Other Pertinent Medical Information of which RD should be aware \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MISCELLANEOUS PROVISIONS.** This Agreement and terms and conditions contained in this Agreement are the full, complete and only expression of the Agreement between the parties. Terms that are spoken or written by either party before or after the parties sign this Agreement that are not contained in this Agreement shall not alter or vary the terms of this Agreement or the interpretation of its terms. The parties may only modify this Agreement by an authorized representative of each party signing a separate written addendum to this Agreement. In addition, no custom or course of dealing by either party or between the parties shall in any way vary or alter the terms of this Agreement. If any term of this Agreement is determined to be invalid for any reason, all other terms and conditions shall remain in full force and be given effect. The prevailing party shall receive any attorney fees and costs incurred in enforcing any provision of this Agreement or any controversy arising out of any provision of this Agreement, whether or not a lawsuit is filed and including any lawsuits involving an appeal or a bankruptcy court. The parties agree that the interpretation of this Agreement shall be according to Idaho law, and ambiguities, if any, shall not be construed against RD.

Participant: \_\_\_\_\_  
(sign if 18 or older, or becomes 18 during the season)

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

Father: \_\_\_\_\_

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

Mother: \_\_\_\_\_

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

Guardian: \_\_\_\_\_

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

**ROAD AND DIRT, INC., an Idaho nonprofit corporation**

By: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_