

**2012 SAN DIEGO VELODROME ASSOCIATION MEMBERSHIP APPLICATION
AGREEMENT, WAIVER, AND RELEASE OF LIABILITY for (check one only):**

Please read and complete both sides of this form.

The SDVA is almost exclusively a volunteer organization. Those that wish to join, but not volunteer are asked to pay \$80 more than the regular membership fee. These fees will go towards facility improvements.

Type of membership requested:

- Adult Membership (\$120, \$200 with non- volunteer fee)
- Junior Membership (\$60, \$140 with non- volunteer fee)
- Affiliate Membership (\$60_ (\$140 with non- volunteer fee)
Affiliate club: _____ for members of clubs with current SDVA affiliate membership)
- Junior Affiliate Member (\$30, \$110 with non- volunteer fee)
Affiliate club: _____ for junior members of clubs
with current SDVA affiliate membership)
- Event Competitor (event fee will vary)
- Free Use Pass (for use only during recreational hours) - Dates of use: _____
- Adult Classes (\$120)
- Kids Classes (parent or guardian signature required)

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 until December 31 of the year it is signed.

Name (please print): _____
last name first name middle initial

Address : _____
Street name & number

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

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 and check behind before changing position on the track.
- 3.) No pets (dogs, etc.) are allowed on the track or the infield. Pets in the stands must be leashed.
- 4.) Slower riders should 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/steward is present, cyclists must follow his or her directions.
- 7.) No smoking in the stands, on the track or infield.
- 8.) Free wheel bikes are only allowed during public hours

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).

All Velodrome members (including affiliate Club members) are expected to participate in 2 SDVA Work Days or other roughly equivalent volunteer activities.