



# STURGIS POLICE ATHLETIC LEAGUE

1400 Main Street Sturgis, SD 57785

(605) 347-5070 FAX (605) 347-6828

Executive Director, Chief of Police Geody VanDewater

Race Number: \_\_\_\_\_ Shirt Size: \_\_\_\_\_

Participant Name \_\_\_\_\_ Age#: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency Contact: Name \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING BAM ORGINIZERS AND OTHERS FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of PAL's issuance the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: The dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment. THE RELEASED PARTIES' OWN NEGLIGENCE and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY the sponsors of this event, the organizer, and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, and properties and their respective agents, officials, and employees through or by which the events will be held (collectively, the "Released Parties") FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the race course, rules and any special regulations for the event. I understand and agree that situations may arise during the race which may be beyond the immediate control of the race officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility of the condition and adequacy of my competition equipment. I will compete wearing a helmet that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. 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 as a consent to any subsequent waiver or modification.

Signature of Entrant \_\_\_\_\_ Date: \_\_\_\_\_

### CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for the race, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ATHLETE'S COMPETITION AND RELEASE AGREEMENT. In consideration of my allowing my child to participate, I consent to it and agree the ITS IERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEPEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY that I or my child may allege against the Released Parties (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my child because of my child's participation in the Race, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES or others. I PROMISE NOT TO SUE PAL or any Released Party on my behalf or on behalf of my child regarding any claim arising from my child's participation.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_