

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA); U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling 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 AN EVENT**, whether as a rider, official, coach, mechanic or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, dangers associated with man made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, 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 a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event. As a condition of my USAC license, I grant to USAC and USOC, and their assigns, the right to film, photograph, reproduce, publish and exploit my name, voice and any likenesses of me, and biographical material on me, but no such materials shall be used to endorse any product, service or sport other than bicycle racing.

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 a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or

NOTE: If applicant is found to be unqualified or ineligible, this shall not affect the other terms and provisions, which shall remain binding and enforceable.

**NOTE: If applicant is a minor (under 18 years of age at time of application), the above ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE must be printed and signed by both the minor and the minor's parent or guardian. Please press the below print button to print the ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE. The signed agreement should be returned to USA Cycling, Inc., ATTN Membership Department, 210 USA Cycling Point Suite 100, Colorado Springs, CO 80919. Please continue to complete the on-line application, however, the license application will NOT be fully processed and the license will NOT be issued until the signed agreement is received.**

#### **Coach and Mechanic Certification Notice**

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defended USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in a manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

#### **License Coverage Area**

##### **International License (Excludes BMX)**

The normal USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclo-cross events sanctioned by USA Cycling, another country's national federation or the International Cycling Union (UCI) and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

##### **International BMX License**

The USA Cycling International BMX license is valid for BMX events only sanctioned by USA Cycling, another country's national federation or the International Cycling Union (UCI) and is not valid for other cycling disciplines such as Road, Track, Mountain Bike, Cyclo-cross or domestic BMX events (ie. ABA, NBL, etc) not sanctioned by USA Cycling. A separate International License can be purchased from USA Cycling covering the disciplines of Road, Track, Mountain Bike, and Cyclo-cross.

#### **COMPETING OUTSIDE THE UNITED STATES**

In addition to an International License, a rider must obtain a Foreign Permission Letter (FPL) for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPL's are free for the first ten (10). Additional letters are \$5.00 each. Please allow three weeks for processing. Additional fees may be incurred for requests involving express processing or mailing.

### **APPLICANT DECLARATION**

Annual License#: 1917  
RACING AGE (as of December 31, 2011): 40  
Address: 98 SAN JACINTO BLVD, SUITE 430  
City: AUSTIN ST: TX ZIP: 78701  
Phone: (512) 478-7211

**Additional representations for International (BMX and Non-BMX) and USPRO Licenses**

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

Signature of Applicant (minors must sign) \_\_\_\_\_

Date \_\_\_\_\_

*[Handwritten signature]*  
for Lance Armstrong

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of Lance E. Armstrong (Child). I give permission for my Child to enter any event permitted or sanctioned by USA Cycling, another event national federations, or International Cycling Union (UCI) during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

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

Date \_\_\_\_\_

The above signed agreement should be returned to:

USA Cycling, Inc.  
ATTN Membership Department  
210 USA Cycling Point Suite 100  
Colorado Springs, CO 80919.

Please note a minor's on-line application cannot be fully processed and the license cannot be issued until

1/12/11