

County of Santa Clara California

Public Services Agency
Parks and Recreation
298 Garden Hill Drive
Los Gatos, California 95030
(408) 358-3741, Reservations 358-3751

EMA / PSA PARKS & RECREATION DEPARTMENT



Permit Number _____

Amount Collected \$ _____

THE UNDERSIGNED REQUESTS PERMISSION TO USE THE SANTA CLARA COUNTY BICYCLE TRACK IN COYOTE RIVER PARK NEAR HELLYER AVENUE, SAN JOSE, CALIFORNIA. AS CONSIDERATION FOR PERMISSION TO USE SAID TRACK, THE UNDERSIGNED HEREBY RELEASES AND DISCHARGES THE COUNTY OF SANTA CLARA, THE AGENTS AND EMPLOYEES OF THE COUNTY OF SANTA CLARA, THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, THE UNITED STATES CYCLING FEDERATION, INCORPORATED, THE SPONSORING BICYCLE CLUB, THE RACING OFFICIALS, COLLECTIVELY AND INDIVIDUALLY, FROM ANY AND ALL DAMAGES AND INJURIES WHICH MAY BE SUSTAINED OR SUFFERED BY ME IN CONNECTION WITH MY USE OF THE SANTA CLARA COUNTY BICYCLE TRACK WHETHER THE SAME BE USED BY ME FOR RACING, TRAINING OR RECREATIONAL PURPOSES.

PLEASE PRINT

NAME _____ AGE _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE NUMBER _____ DATE _____

PARENT / GUARDIAN'S SIGNATURE (for minor) _____

APPLICANT'S SIGNATURE _____

PERMISSION TO USE THE ABOVE FACILITY IS HEREBY GRANTED SUBJECT TO THE CONDITIONS EXPRESSED ABOVE FOR THE PERIOD OF _____ to _____

SIGNED _____

Standard Athlete's Release Form

Please accept my entry for Hellyer Park Velodrome training.

Warning: BICYCLE VELODROME RIDING IS A DANGEROUS ACTIVITY WHICH CAN CAUSE SERIOUS INJURIES. BY SIGNING THIS RELEASE FORM YOU ARE ASSUMING ALL RISKS ASSOCIATED WITH YOUR PARTICIPATION IN THIS ACTIVITY.

Notice: This release form is a contract with legal consequences, read it carefully before signing.

In consideration of 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 Fully realize the dangers of participating in a bicycle event and fully assume the risks associated with such participation including, by way of example, including, but not limited to the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, motor paced activities (riding behind a motorcycle as a training activity) equipment failure, inadequate safety equipment, **The Released Parties' Own Negligence** and inclement weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the Northern California Velodrome Association, the organizer and any promoting organization(s), 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 for 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 course, the Northern California Velodrome Association rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of the velodrome supervisors or organizers and I must continually ride so as to neither endanger myself nor others. 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's Racing Rules 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 this event, or would interfere with my ability to participate in this event.

I agree for myself and 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, I or my successors 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.

Today's Date _____ **Cycling Club / Team** _____

Name (print) _____ **Address** _____

City, State, Zip _____

Who to Notify in case of emergency _____ **Phone** _____

Signature of Entrant _____

Parent or Guardian of a Minor :I, as parent or guardian of the above named minor hereby give my permission for my child or ward to participate in the event and further agree, individually and on behalf of my child or ward, to the terms of the above

Signature of Parent or Guardian of Minor _____