

2023 P-Town Cross Race Series Agreement

Read the following and initial that you have read and understand the 2023 P-Town Cross Race Series terms.

- ____ I agree that I will wear a helmet at all times during the race. I agree to yield to a passing rider, provided that the passing riders are vocal when overtaking me. I will not intentionally impede another racer's progress.
- ____ Unsportsmanlike behavior and/or use of profane or abusive language will not be tolerated. Shortcutting of a racecourse results in disqualification. Electric bikes (E-bikes) are not permitted. At the sole discretion of the Race Director, racers may be issued a warning or disqualified for unsafe or unsportsmanlike conduct.
- ____ Racers must register, pay designated entry fees, sign all appropriate waivers, and display their assigned number to participate in any P-Town Cross Race.
- ____ I agree to use the same issued race number for all races. If I lose my number, I understand I am subject to a \$5 replacement fee.
- ____ I am solely responsible for knowing which race division I am competing in and its start time. I agree to let the race director use discretion regarding mandatory race category changes during the 2023 season.
- ____ I understand that, if I change race divisions during the season, points will be accumulated in each category, but not carried or transferred between categories.
- ____ In cases of adverse weather, adverse trail conditions, or unforeseen circumstances, the race organizers reserve the right to any of the following actions: delay start; shorten race; move the start or finish lines; reschedule the race; cancel the race. Every attempt will be made to reschedule. If a race is cancelled due to weather, racers who have paid will receive a race credit for the 2023 season.
- ____ Result conflicts will be accepted by race director until 9am the Friday following a race, at which time, results are final.

ACCIDENT WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

CYCLOCROSS RACING IS A DANGEROUS AND HAZARDOUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY OR DEATH. I acknowledge that P-Town Cross Race Series is an athletic event and an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, lack of hydration, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in the P-Town Cross Race Series.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability releases from certain liabilities the P-Town Cross Race Series, Turbo Sports LLC, Utah County, Wasatch County, Provo City Parks & Recreation, Euclid Holdings LC, Euclid Timber Frames LC, Euclid Outdoors LC, Heber City, Lindon City, Alpine School District, The State of Utah, Division of Parks and Recreation; all of their respective affiliates, current & future sponsors, members, promoters, successors and assigns; all directors, officers, employees, volunteers, representatives and agents of any of the foregoing; and all event sponsors and landowners (collectively and separately, the "Released Parties").

I REALIZE THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED OR CONTROLLED BY THEM OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT.

In consideration of my application and permitting me to participate in the P-Town Cross Race Series, I HEREBY UNCONDITIONALLY TAKE ACTION FOR MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS AS FOLLOWS: (A) WAIVE, RELEASE AND DISCHARGE FROM ANY AND ALL LIABILITY FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE TO ME INCLUDING MY TRAVELING TO AND FROM THIS EVENT, THE RELEASED PARTIES; AND (B) INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF PARTICIPATION IN THIS EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the P-Town Cross Race Series. I understand that at the P-Town Cross Race Series or related activities, I may be photographed. I agree to all my photo, video or film, likeness to be used for any legitimate purpose by the Released Parties.

ALL claims arising from or related to the P-Town Cross Race Series, including for injury to person or property and/or death shall be GOVERNED BY UTAH LAW, without regard to conflicts of law principles, and exclusive jurisdiction shall be in Utah County for all Utah County event locations; or in the Fourth District Court in Wasatch County for the Wasatch County event location. I hereby waive any objection to such law or jurisdiction. This Accident Waiver and Release of Liability shall be binding to the fullest extent permitted by law and supersedes any other agreements or representations by or between the parties, and is intended to provide a comprehensive release of liability. However, nothing in this Accident Waiver and Release of Liability shall amend or in any way diminish the enforceability of other releases that I may enter as part of this P-Town Cross Race Series, including, but not limited to, releases required by other Released Parties. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be enforceable.

I hereby certify that I have read this document; and, I understand its content.

_____	_____	_____	_____ 2023
(Print) Participant Name	Age	Participant Signature	Date

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

_____	_____	_____	_____ 2023
(Print) Participant Name	Age	Parent/Guardian Signature	Date