

Ogden Cycle Association

Membership Agreement

Date: _____

Membership Type:

1) Working 2) Charter 3) Annual Track Pass

Cash / Check # _____

Amount Paid \$ _____ Receipt # _____

New Member / Annual Renewal

I _____ agree to comply with the following operating guidelines as a condition of membership in the Ogden Cycle Association.

1. **This membership is for immediate family members only.** (Wife, sons, daughters). Only family members that reside in the same household can be included on the same membership, no cousins, married brothers, grandchildren etc...)
2. I have signed the Ogden Cycle Association's membership release and waiver indemnity agreement and assumptions of risk and indemnity agreement.
3. I agree to comply with and enforce the guidelines outlined in this document and any addendum that may be made. If possible, I will correct non-compliance by any other member "on the spot". If that is not possible, I will report the details of the observed non-compliance to the membership committee or an officer of the Ogden Cycle Association (OCA).
4. I will wear a helmet & goggles anytime I am riding or operating a motorcycle, ATV, or motorized recreational vehicle on the OCA property. I realize that the Ogden Cycle Association also strongly recommends wearing full protective gear, including but not limited to: Boots that cover the ankle and shin, padded pants, gloves, long sleeve shirt and chest protector.
5. I understand my responsibility to ensure the entry gate is kept locked at all times, unless the access is being controlled by an OCA official such as work parties or scheduled races.
6. I will not allow unauthorized riders to enter club property. I understand all authorized riders will possess Rider Identification Card issued by OCA. I will be prepared to present my Rider ID card anytime I enter the OCA property. The exceptions being when the gate is being controlled by an OCA official on race days or work parties.
7. I understand I must limit my riding to designated riding areas. The main parking lot and the bleacher areas on the south side of the property are defined as a "no" riding area. I will limit my riding in these areas to 1st gear as I proceed to designated riding areas.
8. I will ensure that all minor members under the age of 18 under my supervision will be accompanied by a responsible adult at all times and comply with these guidelines. If I allow a minor member under my care to ride without the supervision of a responsible adult, I will accept responsibility for the minor's actions and all associated risks.

9. Single Working Members: I agree to work a minimum of **40** hours per Calendar year in order to stay in good standing with the club and maintain my riding privileges.
Family Working Members (2 or more riders over the age of 12): I agree to work a minimum of **60** hours per Calendar year in order to stay in good standing with the club and maintain my riding privileges.
10. I understand that failure to comply with these guidelines can result in suspension or expulsion from the club and that I may forfeit any monies paid to the club in the form of membership dues.

Printed Name _____

Signature _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Cell Phone # _____ Business Phone # _____

E-Mail _____ Number of Riders over age 12 _____

Check here if you are willing to have e-mail address published to rest of club

New for 2012 ALL members must select a committee to serve on. Please number your choices in order of preference:

___ Grounds/Security/Flagging/Garbage

___ Water/Track Maintenance/Race Prep

___ Start Gate /Front Gate/Lap Counting/Sign Up/Medical

Failure to select a committee will delay the processing of your membership application.

**OCA CLUB MEMBERSHIP / GUEST
RELEASE AND WAIVER INDEMNITY AGREEMENT
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, a promoters sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assignees, heirs, and next of kin FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE. I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, and UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

List all immediate family member names (wife, sons, daughters). Only family members that reside in the same household can be included on the same membership, no cousins, married brothers, grandchildren etc...)

All Fields are required in order to process membership

Name	Signature	Age	Date of Birth	Date of Signature
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

SIGNATURE OF WITNESS

TITLE OF WITNESS

OGDEN CYCLE ASSOCIATION

PARENTAL CONSENT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the EVENT(S). I will inspect the premises, facilities, and equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the Minor that: THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the EVENT(S) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH.

3. I consent to the Minor participation in the EVENT(S) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OR THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations, or any subdivision thereof, track operators, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct EVENT(S), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE. Further I agree to reimburse all costs to those persons, organizations, clubs, companies for damages, legal fees or costs incurred that I have caused or that I may receive.

5. If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against any of the "RELEASEES" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES OR OTHERWISE.

6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTOOD THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

NAME(S) OF MINOR CHILD or CHILDREN _____

DATE _____

1. _____

2. _____

3. _____

4. _____

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

SIGNATURE OF WITNESS