

FORT COLLINS VELODROME ASSOCIATION

VOLUNTEER PROGRAM

In response to requests from promoters, Fort Collins Velodrome Association, a Colorado non-profit corporation (the "Association"), has developed the following Volunteer Liability Form. The intent of this form is to ensure that volunteer(s) for the Association understand and acknowledge that their participation as volunteer in the Association's activities or events is *not* covered by the Association's liability, accident or workers' compensation insurance policies. If a volunteer is injured or suffers damage or other loss while serving as an Association volunteer, he or she will be responsible for all medical or other related expenses. Each volunteer also assumes all risks that may be present in any such volunteer activity, and agrees, by signing this form, to release the Association from all liability for injury or other loss the volunteer may incur while providing volunteer services to the Association.

Volunteers may be covered by the Association's event liability policy, if any, according to the terms and conditions of that policy, provided the volunteer signs this form. If a volunteer is named in a lawsuit arising out of the event, the event liability policy may provide for the volunteer's legal defense (and payment of any settlement or award) provided the claim forming the basis of the legal action does not arise from intentional or deliberate acts of the volunteer, or as a result of the volunteer's professional occupation, and the claim is otherwise covered by the terms and conditions of the policy. The Association makes no assurance, warranty or representation as to what claims might be covered by its liability policy and hereby gives notice that not all claims are covered.

VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF THE RISK AND AGREEMENT NOT TO SUE

Program/Event Name: Six Day Races the CSU Oval

Type of Volunteer Activity: Various race day chores

Event Date(s): 07/12, 07/19, 07/26, 08/02, 08/09, 08/16, 08/23 (rain) all in 2009

In consideration of the event or program organizer allowing me the opportunity to participate as a volunteer in the above-named program or event:

I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING ALL RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE FORT COLLINS VELODROME ASSOCIATION ("ASSOCIATION"), ITS MEMBERS, DIRECTORS, AGENTS, EMPLOYEES AND VOLUNTEERS; AND THE EVENT SPONSORS AND PROMOTERS, AND THEIR MEMBERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS AN AGREEMENT WITH BINDING LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND ITS PROVISIONS AND WHAT THEY MEAN.

I attest that I am eighteen (18) years of age or older, physically fit and sufficiently trained to participate in all activities associated with the program or event referenced above and my participation in such program or event is voluntary.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE CYCLING PROGRAM OR EVENT AS A VOLUNTEER, AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the danger of a collision between a moving bicycle and a person that may occur because of surface hazards, equipment failure, inadequate safety equipment, loss of control by a cyclist, negligence of a Releasee, my own negligence, negligence of others, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with a cycling event or program.

For myself, my heirs, executors, administrators, legal representatives and assignees (collectively "Successors") I HEREBY WAIVE LIABILITY OF, RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND PROMISE NOT TO SUE the Releasees, promoting organizations, property owners, law enforcement agencies, public entities, and special districts that are in any manner connected with the Association's program or event, and their respective agents, officials, and employees through or by which the event or program will be held (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, INCLUDING CLAIMS ARISING FROM THE RELEASEES' 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 program or events, or travel to or return from the program or events.

