



2012 MEMBERSHIP APPLICATION

Please print

LAST NAME: _____ FIRST NAME: _____

GENDER: _____ AGE: _____ DATE OF BIRTH: _____

ADDRESS: _____

CITY: _____

POSTAL CODE: _____ PHONE No.: _____

EMAIL ADDRESS: _____

SHCC FORUM USER NAME: _____

EMERGENCY CONTACT INFORMATION:

Contacts Name: _____

Contacts Phone Number(s): _____

2012 SHCC MEMBERSHIP FEES:

Full Club Membership: \$35.00

16 & under Youth Membership: \$25.00

Adult SHCC R.A.C.E.R. Program: \$100.00

16 & under Youth SHCC R.A.C.E.R. Program: \$90.00

I'd like to donate to the SHCC operational fund in the amount of:

By signing below I indicate that I have read in full and agreed to all the rules, guidelines and requirements of the ShortHills Cycling Club (including the SHCC R.A.C.E.R. Program rules if applicable) prior signing this Membership Application form.

APPLICANTS SIGNATURE: _____

DATE: _____ GUARDIAN SIGNATURE: _____

If applicant is under 18 years of age

You will be required to complete an Insurance Waiver, Release & Indemnity Form before your membership application has final approval. The ShortHills Cycling Club reserves the right to reject any application or applicant. If the ShortHills Cycling Club has reason to believe that the applicant does not support the objectives and goals of the ShortHills Cycling Club the applicant maybe denied. The ShortHills Cycling Club is run by its membership. Every Club Member is expected to help out with Club activities, rides and races as much as possible so please do your part in making this a successful Cycling Club.

DO NOT WRITE IN THIS AREA

Approval: _____ Fees Received: _____

Waiver Signed: _____

Member Contacted: _____

Date: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!
SIGN AT THE RED X's**

X
SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/ZipCode

Club Name	ShortHills Cycling Club
and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")	

DEFINITION

In this Release Agreement: the term "**Mountain Biking**" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; recreational activities undertaken during the event, tour; travel by mountain bike; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads and trails.

ASSUMPTION OF RISKS

I am aware that Mountain Biking involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other mountain bikes and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of mountain bikes and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate a mountain bike safely or within one's own ability; negligence of other mountain bikers and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. Communication in the alpine terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in mountain biking and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in mountain biking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING REFERRED TO ABOVE;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in mountain biking;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the mountain biking takes place and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the mountain biking takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in mountain biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly

X
Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority