

**UMCA Members Release of Liability and Covenant Not To Sue** (All members must sign)

In consideration of the acceptance of my membership in the UltraMarathon Cycling Association, Inc. (UMCA, Inc.), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, I hereby forever release, discharge, and covenant not to sue, the UMCA, Inc., its Board of Directors, its Officers, volunteers, race directors, employees, and sponsors, for any and all past, present and future liability, claims and causes of action of every kind and nature whatsoever, whether equitable or legal, including without limitation, any claims for injunctive relief, for damages arising from death, personal injury or property damage, lost opportunities, or which may arise by any means as a result of or in connection with my membership in the UMCA, Inc. I further agree to comply with the bylaws, policies and rules of the UMCA, Inc. and to comply with the rules of any event sanctioned by the UMCA. I further agree to comply with the UMCA Appeals Policy and acknowledge in advance that any written decision by a hearing panel of the UMCA is final and binding on all parties.

This release is intended in advance to discharge the Board of Directors, Officers, volunteers, race directors, employees and sponsors from and against any and all past, present and future legal liability and equitable claims arising out of or connected in any way with my membership in the UMCA, Inc., their decisions regarding any race events, rules interpretation, or my membership in the UMCA, Inc.; even though any such liability or claims may arise out of negligence or carelessness on the part of the above mentioned people or entities.

This Release of Liability and Covenant Not To Sue shall be construed broadly to provide a release, waiver and Covenant Not To Sue to the maximum extent permissible under the applicable law. I agree that any breach of the foregoing Covenant Not To Sue shall entitle UMCA, inc. (including its Board of Directors, its Officers, volunteers, race directors, employees, and sponsors) to recover its attorney fees in the event it or any such parties successfully enforces such covenant and /or successfully enforces the foregoing release of liability.

Signature \_\_\_\_\_ Date \_\_\_\_\_

If a minor, signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_