

# TEAM DAYTON RIDER AGREEMENT 2010



Thank you for your interest and joining team DAYTON Southwest Ohio Cycling Team. We are a volunteer run organization with a mission of growing and developing competitive cycling in our region. Our team relies heavily on the support and backing of our sponsors and their contributions to the team. In return, we expect all members to purchase, wear, use, support, advocate for, and otherwise always promote our sponsors at all times while racing, training, or while on your bike or at a race venue.

**Membership Criteria** - All riders must meet the following requirements to be a member in good standing (please initial below to acknowledge):

\_\_\_\_\_ Members must have a current USA Cycling and/or USAT cycling license.

\_\_\_\_\_ team DAYTON Bicycling must be listed as the member's club within 30 days of the acceptance of this agreement.

\_\_\_\_\_ Members must purchase a complete 2010 team DAYTON uniform (jersey and shorts) and wear 2010 uniform at ALL races and promotional events. Typical team pricing is around \$130 for jersey and shorts.

\_\_\_\_\_ Members must participate in a minimum of 7 days of sanctioned racing during 2010. (*The requirement for multisport athletes is 4 events with bicycle portions*). New members meeting the race requirement over the previous 12 months should submit a race resume with this agreement.

\_\_\_\_\_ Members are **expected** to participate or volunteer in key team DAYTON community and sponsor events which include, but may not be limited to:

- 1) Minimum of one team photo shoot in 2010
- 2) Centerville July 4<sup>th</sup> parade in 2010
- 3) team DAYTON/USA Cycling races in 2010
- 4) Volunteerism in a minimum of one of team DAYTON staffed races or one Tuesday Night Criterium Training session in 2010

*Exceptions to requirements are granted by team management on a case-by-case basis only.*

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Outlined below are the key expectations of our team members:

- Wear **current** Verge uniform at all races and team promotional events, only Verge branded or brand-free apparel may be worn during competition. NO Verge competitor logos can be visible.
- It is required that team members wear current jersey (at minimum) for ALL podium, promotional, photo shoots, press photos, etc. It is **never** acceptable to wear an outdated jersey in any of the above situations.
- Advocate for, and refer the use of our sponsors at all times
- Be a good teammate and work with members on team tactics together at all races, which includes mentoring newer racers
- All USAC Category 1, 2, and 3 riders are required to purchase and wear Rudy Project helmets and eyewear. It is highly encouraged that all remaining riders wear Rudy Project helmets and eyewear as well. These items will be offered at team pricing discounts and will be available to all team members.
- Results are to be submitted through the member's section on the team website promptly (within 7 days of the event).
- Promptly notify Bruce Skillings of any Category upgrades, significant event placings, and any media exposure.

In addition to the above expectations, we also encourage all members to:

- Race and ride FUJI bikes
- Attend team sponsored training rides
- Participate in State Championship races

Encouragement to represent sponsors well, participate in team training rides, and race State Championship races are founded in the idea that Sponsorship and Sportsmanship are two key components to building a successful cycling team. We strive to give as much as possible back to the cycling and racing community and have found that having great sponsors are a result of having a solid team, both which lend to the overall success of the team!

**Membership Benefits** - All members meeting the above conditions, who have also participated in 7 days of sanctioned racing during 2009, will be considered members in good standing. They will be eligible for all sponsor deals unless otherwise restricted due to requirements of the sponsors themselves. Members **not** meeting all of the above requirements and/or those who did not participate in 7 days of sanctioned racing in 2009 will be considered inactive and ineligible for sponsorship discounts until all the requirements are met.

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In Consideration of being permitted to become a member of team DAYTON, I agree to the following (please initial below to acknowledge):

- \_\_\_\_\_ I understand that I may not compete for any other club or team without consent of team DAYTON's management.
- \_\_\_\_\_ I understand that the discounts from our sponsors are for team members only and NOT for re-sale.
- \_\_\_\_\_ team DAYTON and any person authorized by them may use my name, likeness, accomplishments, photographs, image and statements in any manner and without time limitation.
- \_\_\_\_\_ I understand that this agreement will remain in effect until December 31st, 2010 and that team DAYTON reserves the right to deny or revoke membership if its terms are not met.
- \_\_\_\_\_ I acknowledge that by signing this document, I am releasing team DAYTON, and their respective agents, employees, directors, members, sponsors, promoters and affiliates (collectively "releases") from liability. The rider's agreement is a contract with legal consequences. I have been advised to read it carefully before signing.

## **I hereby freely agree to and make the following contractual representations and agreements:**

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race and/or training ride and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and possibility of serious physical and/or mental trauma or injury, including death, associated with athletic cycling competition. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors-in-interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE AND INDEMNIFY the releasees and team DAYTON, and their respective agents, directors, members, employees, sponsors, promoters, representatives, FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN 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 team DAYTON, or travel to or return from events. I agree it is my sole responsibility to be familiar with race courses, the releasee's rules, and USA Cycling rules. I accept responsibility for the condition and adequacy of my competition equipment. I will compete and train wearing a helmet which satisfies the requirements of USA Cycling. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate for team DAYTON or interfere with my ability to participate in athletic cycling competition. I do not use drugs, or other substances that are prohibited by USA Cycling.

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I have read and agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for expenses(including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

(Print or Type)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Signature of parent or guardian, if under 18:

Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Relationship to the above: \_\_\_\_\_

Please attach a copy of your current racing license and race resume.

NOTE: Returning Team Dayton members who submitted race results in the previous year do not need to attach a race resume.

Please return to:

Bruce Skillings

Team Dayton

Team Communication & Marketing Director

5323 Millcreek Road

Kettering, Ohio 45440

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## Personal Information Form (please type or print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Age: \_\_\_\_\_ Birth date Month/Day/Year: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

USCF #: \_\_\_\_\_ Category: 1 2 3 4 5

USAT #: \_\_\_\_\_

Other #: \_\_\_\_\_  
(mountain bike, track, coaching, etc)

Other #: \_\_\_\_\_

Emergency Contact(s) Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Number(s): \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Number(s): \_\_\_\_\_