



LICENSED MECHANICS APPLICATION

All Licenses Expire December 31, 2017

License # _____

What year did it expire? _____ If over 5 years, please contact USA Cycling Head Mechanic.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (H) _____ (W) _____

Date of Birth: _____ Gender: _____ E-Mail: _____

A Mechanics License can only be issued to applicants who have attended the Bill Woodul Mechanics program within the past three years. Clinic Date: _____

Please check the appropriate boxes:

New License

() \$50.00 fee

Renewing Mechanics License

() \$50.00 fee

() \$ _____

Optional Donation - USA Cycling Development Foundation - Supports America's athlete development programs, including the Under-23 European program, U-23 mountain bike and track programs, and collegiate, women's and junior development.

() \$ _____

Optional Donation - RaceClean™ - Supports anti-doping testing, education and awareness.

() \$ _____

Total \$ _____

Current Category () 4 () 3 () 2 () 1

Payment Information:

Check or Money Order ()

Credit Card () VISA () MasterCard

Credit Card Number _____ Credit Card Expiration Date _____

CC Holder's address _____ City _____ State _____ Zip _____

Cardholder Signature _____

Mail to: USA Cycling Head Mechanic
Attention: Mechanics License
210 USA Cycling Point
Colorado Springs, CO 80919-2215
Head Mechanic _____ Date _____

NO REFUNDS NO EXCEPTIONS

MEDIA GRANT

In consideration of and as a condition of USA Cycling Inc.'s (USAC) issuance of a license to me or acceptance of my applications for entry in events that it or Union Cycliste Internationale permits or sanctions, I grant to USAC, USA Cycling Development Foundation, and United States Olympic Committee (USOC), and their assigns, the right and a royalty-free license to film, video, photograph, reproduce, publish, distribute and otherwise use, in any medium and worldwide, my name and voice, pictures and likenesses of me, and biographical material on me. This Grant shall be binding upon me and my heirs and legal representatives. I am 18 years of age or older [19 in Alabama], if I am not, my parent or legal guardian has signed with me below.

Date: _____, 20__

Signature _____

Print Name: _____

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____ (Child). On behalf of my child and me, and our heirs and legal representatives, I consent and agree to the terms of the above Grant.

Date: _____, 20__

Signature _____

Print Name: _____

USA Cycling Code of Conduct

The standards set forth in the USA Cycling Code of Conduct (Code) and the Athlete Protection Policies (APP) are mandatory and must be followed by all Athletes, Coaches, Clubs, Committee Members, Independent Contractors, Local Associations, Mechanics, Officials, Program Managers and Directors, Race Directors, Soigneurs, Team Managers and Directors, USA Cycling Board of Directors Members, USA Cycling Employees, Volunteers, and all other USA Cycling Licensees and Participants (collectively, "any participant held accountable by this Code"). The Code and APP are intended to be comprehensive and easily understood, but they are not intended to be exhaustive or complete.

In some instances, the Code and APP deal fully with the subject covered. In other cases, however, when the subject addressed is more complex, the SafeSport Committee will provide additional guidance in making interpretations, determinations, and adjudications. Our Code and APP operate in tandem with the policies and procedures of our organization, our staff and with all applicable U.S. and foreign laws and regulations. Where differences exist, because of local customs, norms, laws and regulations, we require the use of the highest standard of behavior or the most restrictive requirement which applies.

Section 1. USA Cycling grants membership to individuals and groups. The membership may, therefore, be withdrawn or denied after appropriate due process by USA Cycling at any time where USA Cycling determines a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in cycling, USA Cycling has adopted this Code of Conduct.

Section 2. Any member or prospective member of USA Cycling may be sanctioned under the racing rules, fined, suspended, denied membership, censured, placed on probation, or expelled from USA Cycling after being afforded the right to a hearing under the USA Cycling Administrative Grievance Policy, if such member violates the provisions of the USA Cycling Code of Conduct, set forth in Section 3 below, or aids, abets or encourages another person to violate any of the provisions of the USA Cycling Code of Conduct.

Section 3. The following shall be considered violations of the USA Cycling Code of Conduct:

- (a) Violation of anti-doping provisions as established by UCI, WADA, USADA or the USOC. (WADA code located at the following address – <https://www.wada-ama.org/en/what-we-do/the-code>)
- (b) The illegal possession, transportation or distribution of drugs or the possession, transportation or distribution of any substances listed on the recognized list of banned substances from WADA or USADA.
- (c) Violation of the UCI's Cycling Regulations 'Ban on Injections'. (Located at the following address - http://www.uci.ch/mm/Document/News/Rulesandregulation/16/26/69/13con-E_English.PDF)
- (d) Any violation of the USA Cycling APP. (Located at the following address - <http://www.usacycling.org/athlete-protection-policies.htm>)
- (e) Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or (iii) any crime involving sexual misconduct.
- (f) Discrimination in violation of USAC Bylaw D or Section 220522(a)(8) of the Ted Stevens Olympic and Amateur Sports Act, which requires USA Cycling provide an equal opportunity to amateur athletes, coaches, trainers, managers, mechanics, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, gender, sexual orientation, gender identification, or national origin.
- (g) Any non-consensual sexual contact or advance or other inappropriate sexually oriented behavior or action directed towards any member.
- (h) The use of illegal drugs or illegal performance enhancing techniques.
- (i) Providing alcohol or tobacco or other substances to any participant under 21 years of age by any participant held accountable by this Code.
- (j) The abuse of alcohol in the presence of an athlete under the age of eighteen (18), by an athlete, coach, official, trainer, soigneur, or a person who, in the context of cycling, is in a position of authority over that athlete.
- (k) Consumption of alcohol by an athlete under 21 years of age regardless of the legal drinking age established by the current state or country of tenancy.
- (l) Excessive alcoholic consumption while on USA Cycling business or drinking of alcohol and then driving while on USA Cycling business.

(m) Physical, sexual, or emotional abuse, as referenced in the APP, of an athlete by any party held accountable by this Code and the APP.

(n) Any act of fraud, deception, or dishonesty in connection with any USA Cycling-related activity.

(o) Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any person in connection with any USA Cycling-related activity.

(p) Any intentional damage to private or public property while at a cycling event, race venue, or damage to USA Cycling property.

(q) Failure of any member who is a party to or witnesses any violation(s) contained in the above stated USA Cycling Code of Conduct to report the specific violation to USA Cycling immediately.

(r) Any misconduct that constitutes a criminal offense punishable by one year or more in prison, regardless of whether the individual was convicted, or any criminal offense that directly involves the sport of cycling or a cycling event.

Section 4. Alleged violations of the USA Cycling Code of Conduct must be reported to USA Cycling's Risk Protection Manager.

Acceptance of Terms and Conditions of the USA Cycling Code of Conduct Agreement

I certify that I have read all terms and conditions and fully understand, accept, and agree to be bound by them.

Signature: _____

Printed Name: _____ Date: _____

Parent/Legal Guardian Certification <i>(For Participants Under the Age of 18 [19 in Alabama])</i>
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Signature: _____

Printed Name: _____ Date: _____

Relationship: _____
(Parent or Legal Guardian)

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, OFFICIALS, SPONSORS, EVENT DIRECTORS, LOCAL ASSOCIATIONS, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT, whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man-made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, 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 a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI and/or my national federation, if referred by USADA. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I 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 a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER [19 IN ALABAMA] (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES ASSOCIATED WITH USA CYCLING PROGRAMS OR EVENTS AND MY PARTICIPATION IN SUCH PROGRAMS OR EVENTS IS VOLUNTARY.

Signature of Applicant (minors must sign) _____

Date _____

Age _____

CONSENT AND AGREEMENT OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

Signature of Parent or Legal Guardian _____

Date _____

Coach and Mechanic Certification Notice

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience, and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individual's actions or failure to act.