



**2009 Western Maryland Wheelmen (WMW) / WMWONLINE.ORG
APPLICATION & AGREEMENT (Please print clearly).**

Please return form and check to: WMW, P.O. Box 333, Frostburg, MD 21532

Name _____ Birth Date _____

Address _____

City _____ State _____ Zip _____

Telephone (Evening) _____ (Day) _____

Email Address _____

In Emergency Contact _____ Telephone _____

Club Dues (circle one): **Regular \$20/year** **Student \$15/year**
Race Team Dues (optional, circle one): **Regular \$5/year** **Junior (under 18) Free**
Race class or category: MTB- _____ Road - _____ Cyclocross - _____
Are you a Trail Ambassador? (circle) **Yes** **No**

RELEASE:

Notice: This release form is a contract of legal consequences. Read it carefully before signing.
In consideration of the acceptance of my application for membership in WMW Club and Race Team; I hereby freely agree to and make the following contractual representations and agreements. I fully realize the dangers inherent to bicycle riding and fully assume the risks associated with such activity, including by way of example and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma injury associated with athletic cycling. I hereby waive and hold harmless, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against WMW Club and Team, the sponsors of the Team, through or by which the activities will be held for 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 athletic cycling. I agree for myself and successor, that the above representations are contractually binding, and are not mere recitals, and that I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the 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 a claim for willful and wanton negligence. This agreement may not be modified orally, and waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

PARENT OR GUARDIAN of a minor: I as a parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in athletic cycling, and further agree individually and on behalf of my child or ward, to the terms of the above.

As a condition of membership in Western Maryland Wheelmen (WMW) --

- I do hereby agree to and understand the above requirements.
- I will wear a helmet when riding a bike and wearing the Team jersey.

SIGNATURE _____ DATE _____

SIGNATURE _____
(If under 18, parent or legal guardian must sign)

RACE TEAM MEMBER SIGNOFF:

As a member of the WMW Race Team, I have read and agree to the terms of the Race Team Guidelines and the Race Team Reimbursement Program.

SIGNATURE _____ DATE _____

COPY OF RELEASE FOR YOUR RECORDS

RELEASE:

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In consideration of the acceptance of my application for membership in WMW Club and Race Team; I hereby freely agree to and make the following contractual representations and agreements. I fully realize the dangers inherent to bicycle riding and fully assume the risks associated with such activity, including by way of example and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma injury associated with athletic cycling. I hereby waive and hold harmless, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against WMW Club and Team, the sponsors of the Team, through or by which the activities will be held for 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 athletic cycling. I agree for myself and successor, that the above representations are contractually binding, and are not mere recitals, and that I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the 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 a claim for willful and wanton negligence. This agreement may not be modified orally, and waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

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SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

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COPY OF RACE TEAM RELEASE FOR YOUR RECORDS

RACE TEAM PURPOSE:

To promote, direct, support and encourage competitive amateur cycling of team members at the local, state, and national levels. To raise funds to support the team's racing events. To solicit new members from the regional cycling community through written advertisement, verbal contact, and by each member maintaining a positive, friendly but competitive image when wearing the WMW uniform.

RACE TEAM MEMBERS:

To become a race team member, you must:

1. Pay the annual \$20 club dues AND pay the annual \$5 Race Team membership fee.
2. Complete a WMW membership application and agreement.
3. Own the current Race Team jersey (jerseys are ordered at the beginning of each season and some extras may be available for purchase until they are gone).

Race Team members are expected to:

1. Participate in at least 1 sanctioned bicycle race (sanctioned by a governing body of cycling, eg. NORBA, USCF, WVMBA, etc...).
2. Abide by the rules of cycling, wear a helmet, and maintain a positive image while representing the Team and its sponsors.
3. Wear the current Team jersey while participating in races and while accepting awards.
4. Submit a Race Report for every sanctioned bike race in which they participate while representing WMW.
5. Participate in team sponsored events.

RACE REPORTS:

The Race Reports provide information on the type of event, location, date, sanctioning body, entrance fee paid, class raced, and final placement of the rider for races the rider participates in. This information will be summarized at the end of the race season and reported to the Race Team Sponsors. It is essential that the Race Team show the sponsors that the money is being put to proper use and that the Race Team members are participating in numerous events around the region. Therefore it is essential that each member submit Race Reports.

RACING REIMBURSEMENT PROGRAM: (please read completely)

Race Team members will receive at least partial reimbursement at the end of the race season for entrance fees provided that:

1. The current Race Team Jersey was worn during the event.
2. The Race Team member submitted a Race Report within 2 weeks following the event.
3. The event was sanctioned by an official governing body (eg. USCF, NORBA, WVMBA)

Limitations: Total dollar amounts available for reimbursement are dependent on the financial success of the team. The entry fee reimbursement guidelines are 100% pay back for racers competing in 10 plus races up to \$25 per race, 75% payback for racers competing in 5-10 races up to \$25 per race, and 40% payback for racers competing 1-4 races up to \$25 per race. Reimbursement for ultra endurance events (i.e. 24 hour races, marathon mtb races, etc...) will be \$25 per race plus up to qualifying percentage (100%, 75%, or 40%) at race board's discretion at season's end. **Reimbursement will take place at the end of the season and reimbursement amounts will be dependent on funds available at season's end. We DO NOT reimburse for late fees.**

Special note: Racers competing can also earn 5% per race towards clothing reimbursement of team clothing costs up to \$100 total reimbursement for new clothing purchased in that race year.

RACE TEAM MEMBER SIGNOFF:

As a member of the WMW Race Team, I have read and agree to the terms of the Race Team Guidelines and the Race Team Reimbursement Program.

SIGNATURE _____ DATE _____