

**TAILWINDS BICYCLE CLUB**  
Of Santa Maria, CA  
**MEMBERSHIP APPLICATION**

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

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

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

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

Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Emergency Contact Phone: ( ) \_\_\_\_\_

Referred By: \_\_\_\_\_

Tailwinds Bicycle Club has a Club Roster and newsletter that is sent to members on request:

Send me a Club Roster: \_\_\_\_\_

Send me a newsletter: \_\_\_\_\_

In the club roster DO NOT list my: Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Do you wish to receive club emails? Yes \_\_\_ No \_\_\_

T-Shirt size: \_\_\_\_\_

**Membership Dues:**

The Tailwinds Bicycle Club operates on an annual membership basis. All memberships run from January 1 to December 31. New members who join between September and December of one year will have a membership that lasts through the end of the following year.

**TWO YEARS**

Single 2 year membership \$30.00 \_\_\_\_\_

Family 2 year membership \$40.00 \_\_\_\_\_

Total: \_\_\_\_\_

**ONE YEAR**

Single 1 year membership \$15.00 \_\_\_\_\_

Family 1 year membership \$20.00 \_\_\_\_\_

Total: \_\_\_\_\_

Please print and sign the waiver and mail it together with a check made payable to:

Tailwinds Bicycle Club of Santa Maria, Inc.  
P.O. Box 48  
Santa Maria, CA 93458

**LEAGUE OF AMERICAN WHEELMAN d/b/a LEAGUE OF AMERICAN BICYCLISTS ("LAB")  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

**And Tailwinds Bicycle Club of Santa Maria, Inc. Membership Confirmation**

The Tailwinds Bicycle Club of Santa Maria, Inc. (The CLUB) is a recreational, social, and sport cycling nonprofit organization committed to promoting safety, health, and fitness through the shared social activity of bicycling. This signed waiver represents membership in The CLUB. Hard helmets (CPSC, CE, ANSI or Snell-approved) are required, and, if you do not wear a specified hard helmet or sign this waiver, you are disqualified from the Ride you are on.

IN CONSIDERATION of my application and being permitted to participate in any way in TAILWINDS BICYCLE CLUB OF SANTA MARIA, INC.-sponsored Bicycling Activities ("Activity") I, hereby take action for myself, my personal representatives, my executors, administrators, assigns, heirs, next of kin, and successors:

1. ACKNOWLEDGE, agree, certify, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, in proper physical condition, and sufficiently trained to participate in such Activity, and have not been advised otherwise by a qualified medical person. I further acknowledge that the Activity will be conducted over public roads and facilities, open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other individuals or entities participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. ACKNOWLEDGE, agree, certify, and represent that I understand that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating &/or volunteering in this event I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault, including negligent rescue operations. I further acknowledge agree, certify, and represent to fully comply with the California Vehicle Code.

4. HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE The CLUB, the LAB, and/or their respective administrators, directors, agents, officers, members, volunteers, and employees, representative, other participants, any event sponsors, event directors, event volunteers, event advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, [including but not limited to Lucas & Lewellen Vineyards, City of Santa Maria Parks & Recreation, Santa Barbara County Parks, and State of California CAL TRANS, (each considered one of the "RELEASEES" herein)] FROM ALL LIABILITY, FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE (to me or my traveling to and from this event), CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. This WAIVER shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. HEREBY CONSENT to receive any medical treatment, x-ray exam, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care, which is deemed advisable by and to be rendered under the general or special supervision of any physician and surgeon, licensed under the Provision of Medicine Practice Act, or any dentist licensed under the Dental Practice Act, whether such diagnosis or treatment is rendered at the office of said physician or dentist, at the hospital, or elsewhere, which may be deemed advisable in the event of injury, accident and or illness during this event. This authorization will remain effective while en route to or from involved or participating in the Windmill Century, Holiday Halves, Ragged Point Ride, or any other "CLUB" events, unless revoked in writing by undersigned and delivered to aforesaid CLUB.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**I CERTIFY THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND HAVE SIGNED BELOW.**

PRINT NAME	SIGNATURE	DATE

**PARENT OR GUARDIAN WAIVER FOR MINORS ( Under 18 years old) SIGN BELOW**

And I, the minor's parent and/or natural or legal guardian, understand the nature of bicycling activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

**I CERTIFY THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY & HAVE SIGNED BELOW AS LEGAL PARENT OR GUARDIAN OF SAID MINOR.**

PRINT MINOR'S NAME	AGE	SIGNATURE OF PARENT/GUARDIAN	DATE