



**Mailing Address:** P.O. Box #88221 • Sioux Falls, SD 57109-8221  
**Physical Address:** 25868 477th Ave. • Sioux Falls, SD 57104  
[www.siouxvalleycycleclub.com](http://www.siouxvalleycycleclub.com)

## Day Membership Application

Member Name \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Age \_\_\_\_\_ Cell # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Home # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email address \_\_\_\_\_

The Sioux Valley Cycle Club exists for the advancement of the recreational use of qualified off-road vehicles. SVCC attempts to provide a safe but challenging place to develop riding skills at your own pace within your own abilities. I understand that as a member of the SVCC I will work toward the goals of the club and act in the best interest of the club and its members. This includes respecting the rules of the club.

### Release of Liability and Assumption of Risk

In consideration of being permitted to utilize the facilities and the tracks of the Sioux Valley Cycle Club, A South Dakota Not for Profit Corporation, with its principal place of business at 25868 477th Ave., Sioux Falls, SD 57104 (hereafter "SVCC"), to engage in cycling activities of all types, including but not limited to:

mountain biking, hare scrambles, ice riding, short track or circle riding, motocross, trail riding, and all terrain vehicle (ATV) riding (hereafter collectively referred to as "cycling activities"), for myself and any minor children for whom I am parent, legal guardian, or otherwise responsible for my/our heirs, personal representatives and assigns, I HEREBY AGREE AS FOLLOWS:

- 1: Release from Liability. I hereby release SVCC, its successors, assigns, boards, officers, directors, members, agents, employees and their insurers from any and all liability, claims, causes of action, demands, judgments costs or expenses, including attorneys' fees, that either I/we may hereafter have injuries, loss or damages to person or property arising out of my/our participation in cycling activities. This release includes injuries, loss or damage caused by the negligence (passive, active or gross) or other fault of SVCC, its officers, directors, members, agents or employees.
- 2: Covenant Not to Sue. I further agree that I/we will not sue to make claim against SVCC, its successors, assigns, boards, officers, directors, members, agents or employees for damages or other losses sustained as a result of my/our participation in cycling activities at SVCC facilities.
- 3: Indemnification and Hold Harmless. I also agree to indemnify and hold SVCC, its successors, assigns, boards, officers, directors, members, agents and employees harmless from all claims, judgments and costs, including attorneys' fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my/our participation in cycling activities at SVCC facilities.
- 4: Assumption of Risk. My/our participation in cycling activities is purely voluntary. I acknowledge, understand and have been informed that cycling activities require significant skill and experience and are inherently dangerous and I expressly and voluntarily accept and assume all risk of death, personal injury sustained while I/we participate in cycling activities, whether or not caused by negligence (passive, active or gross) or other fault of SVCC, its officers, directors, members, agents or employees or conditions of SVCC's property, facilities or property adjacent thereto.
- 5: Inspection. Prior to participating in any event or otherwise riding on SVCC's grounds, I will personally inspect the grounds and facilities that will be used in conjunction with my participation in an event or for use.
- 6: Gear. To help prevent or reduce injuries that may occur while I am using the SVCC facilities, I understand that I am strongly encouraged to wear protective clothing, including boots, chest protector, gloves and eye protection. I further understand that wearing a helmet is absolutely mandatory.
- 7: Legal Rights. I understand that by signing this Agreement, I am giving up important legal rights.
- 8: Choice of Law. This Agreement shall be governed by the laws of the State of South Dakota.
- 9: Binding Agreement. I certify that I have read and understand the contents of this Agreement and I wish to be bound by its terms.
- 10: Entire Agreement. This Agreement and its contents may not be modified, except in writing, and if modified in writing, the modifications shall be enforceable only against the person whose signature appears there on.

### Rules and Disclaimers Any violation of these rules could result in the revocation of my membership.

I realize that motor vehicle activities can be inherently dangerous, and I take responsibility for my actions while on the SVCC property. I will not hold the SVCC, its officers, or members liable for any type of injury or property damage that may occur while on the club grounds. The SVCC is a non-profit corporation. Club members do not share in any profits. Monies earned or gained by the club are used for improvements, promotions, and to sponsor club activities for the benefit of members, cyclist, and off road enthusiasts. SVCC Board has the right to refuse any membership request.

1. Member must be 18 years of age or older. The member has no voting rights.
2. All safety rules and signs must be followed.
3. SVCC access codes/cards not to be loaned or given anyone or to be duplicated in any manner. If I lose a card, I will report it immediately to the club treasurer.
4. I will not bring non-members to the SVCC club grounds for any reason without the proper Waiver Release signed.
5. I will, at all times, make sure the gate closes behind me whether entering or leaving.
6. I will display my proof of club membership when asked while on SVCC property.
7. I understand while on SVCC property my actions or the actions of others may result in injury. To help prevent such injuries, the wearing of protective clothing is in my best interest, (i.e.) boots, chest protector, and eye protection. I also realize that wearing an approved helmet is mandatory.
8. Parents are responsible for their minor children on SVCC property.
9. This membership is not transferable.
10. Member must adhere to all rules stated in this application, the SVCC Constitution and SVCC By-Laws.
11. Day Membership Valid for use only on stated date of \_\_\_\_\_ 20\_\_\_\_
12. For a copy of SVCC Constitution and Bylaws, send a request to [svcc.bod@gmail.com](mailto:svcc.bod@gmail.com) or contact a SVCC Board Member, see [siouxvalleycycleclub.com/contact-us](http://siouxvalleycycleclub.com/contact-us).



### Day Member

I, \_\_\_\_\_, Age \_\_\_\_\_, have agreed to the above rules and disclaimers.  
(please print)

**I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER. I FULLY UNDERSTAND THAT CYCLING ACTIVITIES CARRY THE RISK OF SERIOUS INJURY OR DEATH AND I FREELY ACCEPT THIS RISK.**

Member Signature \_\_\_\_\_ Date \_\_\_\_\_ *Your copy of this form, printed or electronic, serves as your receipt for any monies paid.*

Signature of Club Official \_\_\_\_\_ Date \_\_\_\_\_

**I CERTIFY THAT I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE ABOVE NAMED MINOR PARTICIPANT UNDERSTANDING FULLY THAT CYCLING ACTIVITIES CARRY THE RISK OF SERIOUS INJURY OR DEATH. I GIVE MY PERMISSION, FOR THE MINOR TO PARTICIPATE IN CYCLING ACTIVITIES AT SVCC'S FACILITIES AND I FREELY ASSUME ALL RESPONSIBILITY FOR ANY SERIOUS INJURY OR DEATH WHICH MAY OCCUR.**

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