From:	<u>Tim Herman</u>		
To:	William Bock, III		
Cc:	Sean Breen		
Date:	Tuesday, August 07, 2012 4:07:17 PM		
Attachments:	SFarrellAffidavit8-7-2012.pdf		
	Exhibit 1.pdf		
	Exhibit 2.pdf		

Bill

Attached is the revised affidavit of Shawn Farrell, consistent with our agreement of yesterday. I will file at 4:00 or thereabouts. Please let me know if you have any issues or questions.

Tim

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF TEXAS AUSTIN DIVISION

Lance Armstrong,

Plaintiff,

ν.

United States Anti-Doping Agency, *et al.*,

Defendants.

AFFIDAVIT OF SHAWN O. FARRELL

I, Shawn O. Farrell, under penalty of perjury, hereby declare and state as follows:

1. My name is Shawn O. Farrell. I am the Technical Director for USA Cycling and have been employed in that position since 2003. I am familiar with the International Olympic Committee's Olympic Charter; the Constitution, rules and regulations of the Union Cycliste Internationale ("UCI"), including the UCI's Anti-Doping Rules ("UCI ADR"); the World Anti-Doping Agency's ("WADA") WADA Code; the Bylaws of the United States Olympic Committee ("USOC"), and the Bylaws, rules and license applications of USA Cycling.

2. UCI is the international federation for cycling. The purposes of UCI, as set out in its Constitution, include "to direct, develop, regulate, control and discipline cycling under all forms worldwide." UCI Constitution, Art. I.2.a, at 1. A true and correct copy of the current version of the UCI Constitution is attached as Exhibit 22 to the Affidavit of Timothy J. Herman, Esq. (Doc. 45-1) ("Herman Aff.").¹ UCI is responsible for overseeing international cycling

¹ In order to avoid the needless submission of duplicative exhibits, I will refer to exhibits to previously-filed affidavits where possible.

competitions, including testing athletes for prohibited substances at international events that it sanctions.

3. The members of UCI are the national cycling federations around the world, including USA Cycling, which is recognized by UCI as the National Federation for cycling in the United States. USA Cycling is also recognized by the USOC as the National Governing Body for cycling in the United States.

4. UCI has a comprehensive set of anti-doping rules—the UCI ADR—by which its license-holders are bound. The current version of the UCI ADR is attached as Exhibit 23 to the Herman Aff.

5. Under the UCI ADR, UCI has exclusive jurisdiction over testing at those international events where it conducts testing (if UCI does not test at a particular international event, the National Federation in that country may test), and Doping Control for such matters is governed exclusively by the UCI ADR. *See* Ex. 23 to Herman Aff. (current UCI ADR) at Arts. 2, 4, 202. As defined by the ADR, "*Doping Control*" encompasses:

All steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, sample collection and handling, laboratory analysis, TUE's, results management and hearings.

Id., Appendix 1, at p. 75.

6. Under the UCI ADR, UCI also conducts out-of-competition testing of its licenseholders, and Doping Control for such testing is governed exclusively by the UCI ADR. *Id.*, Arts. 8, 202.

7. As a national federation for cycling, USA Cycling is bound by, and obligated to follow, UCI's Constitution, rules, and regulations (including the UCI ADR) where applicable. *See* Ex. 24 to Herman Aff. (current USA Cycling Bylaws) § K.4; Ex. 22 to Herman Aff. (current

UCI Constitution), Art. II.6.1, at 2; Ex. 25 to Herman Aff. (excerpt from current Olympic Charter), Art. 29; Ex. 26 to Herman Aff. (excerpt from current USA Cycling Rule Book), at Rule 1B. Likewise, under the UCI Constitution, USA Cycling "shall have the Constitution, Regulations, and decisions of the UCI complied with by all persons concerned." *See* Ex. 22 to Herman Aff. (current UCI Constitution), Art. II.6.1, at 2. The UCI Rule Book is a link posted on USA Cycling's website at http://www.usacycling.org/usa-cycling-rule-book.htm.

8. Mr. Armstrong applied for and was issued several annual cycling licenses in classes that permitted him to race internationally in UCI sanctioned races.

9. Blank copies of those international cycling license applications that Mr. Armstrong would have signed for the years 2003–2005 and 2008–2011, which are referenced in my previous Affidavit (dated July 19th), are attached as Exhibits J–P to the Affidavit of Molly Tomlonovic (Doc. 33-6). I am also attaching as Exhibit 1 copies of hard copy documents regarding Mr. Armstrong's license file that USA Cycling was able to locate during a preliminary review of its records prior to the Olympic Games, including a signed license application for Mr. Armstrong dated February 7, 2002.² Mr. Armstrong would have signed international license applications for years prior to 2002 as well, but we have not yet located any such documents in our non-exhaustive search of our files. Also attached, as Exhibit 2, is what I understand to be a copy of Mr. Armstrong's international cycling license from 2010, which was provided to me by counsel for Mr. Armstrong.

² Please note that some of the signed license applications in Exhibit 1 are incomplete because that is how they were maintained in USA Cycling's files. In addition, it appears that some forms were signed by Bill Stapleton on behalf of Mr. Armstrong.

10. The international license applications that Mr. Armstrong would have signed prior to 2004 did not refer to USADA.³

11. The Tour of Switzerland and the *Tour de France* are professional cycling events sanctioned by UCI and are part of the "UCI WorldTour." *See* Ex. 27 to Herman Aff. (excerpts of UCI Cycling Regulations, Part 2: Road Races), at 2.1.001, 2.1.005, 2.15. UCI has exclusive authority over testing at these events when it chooses to engage in such testing. *See* Ex. 23 to Herman Aff. (current UCI ADR), Arts. 2, 4, 202.

12. The professional cycling teams on which Mr. Armstrong competed (*e.g.*, the United States Postal Service Team and the RadioShack team) were professional cycling teams that were licensed to compete in UCI World Tour events, including the Tour of Switzerland and *Tour de France*, as UCI ProTeams, the highest level team designation available under UCI's rules. *See, e.g.*, Ex. 28 to Herman Aff. (printout from www.uciprotour.com listing RadioShack team as a UCI ProTeam); Ex. 27 to Herman Aff. (excerpts from UCI Cycling Regulations, Part 2: Road Races), at 2.15, § 4; Ex. 5 (excerpts from current UCI Rule Book) at Rule 1A24. UCI ProTeams are managed directly by the UCI. The events that Mr. Armstrong's UCI ProTeams competed in, including the Tour of Switzerland and *Tour de France*, are not amateur athletic competitions or part of the Olympic, Paralympic, or Pan-American Games, or any world championship. USA Cycling does not designate which cyclists will compete for those UCI ProTeams or in the events in which they participate. Entrants in these races compete for professional teams, and not for their respective nations pursuant to the rules of such races. In

³ In my previous Affidavit of Shawn O. Farrell, dated July 19, 2012, I quoted language referencing USADA as being included in the 2003 and 2004 international license applications. *See* Affidavit of Shawn O. Farrell, ¶ 10. I reviewed the documents again, and the initial reference was incorrect: the language I quoted first appeared in the 2004 application. The international license application in 2003 did not refer to USADA.

addition, USA Cycling does not organize or sponsor cyclists to represent the United States in those professional cycling events, and USA Cycling does not conduct any selection process or tryout procedure for those competitions.

The "Medical Control" policy referenced in paragraph 13 of my earlier affidavit is 13. an appendix to the USA Cycling Rule Book, which is separate from the USA Cycling Bylaws or Articles of Incorporation.

14. Floyd Landis was a UCI license-holder for a number of years, including 2010.

15. The foregoing statements are true and accurate to the best of my knowledge,

information and belief.

Dated this 7 day of August, 2012.

Shawn O. Farrell

COUNTY OF EL PASO)) ss. STATE OF COLORADO)

I hereby attest that Shawn O. Farrell personally appeared before me this $\frac{74}{4}$ day of August, 2012, and subscribed the foregoing Affidavit. Witness my hand and official seal.

Notar Public

[SEAL]

NANCY COWAN NOTARY PUBLIC My commission expires: STATE OF COLORADO MY COMMISSION EXPIRES 04/01/2014

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

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), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA); U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS 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.

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 CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT, whether as a rider, official, coach, mechanic or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not minuted 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 ReleaseesÂ' 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 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. As a condition of my USAC license, I grant to USAC and USOC, and their assigns, the right to film, photograph, reproduce, publish and exploit my name, voice and any likenesses of me, and biographical material on me, but no such materials shall be used to endorse any product, service or sport other than bicycle racing.

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 shall remain binding and enforceable.

NOTE: If applicant is a minor (under 18 years of age at time of application), the above ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE must be printed and signed by both the minor and the minor's parent or guardian. Please press the below print button to print the ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE. The signed agreement should be returned to USA Cycling, Inc., ATTN Membership Department, 210 USA Cycling Point Suite 100, Colorado Springs, CO 80919. Please continue to complete the on-line application, however, the license application will NOT be fully processed and the license will NOT be issued until the signed agreement is received.

Coach and Mechanic Certification Notice

License Coverage Area

International License (Excludes BMX)

The normal USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclocross events sanctioned by USA Cycling, another country.s national federation or the International Cycling Union (UCI) and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

International BMX License

The USA Cycling International BMX license is valid for BMX events only sanctioned by USA Cycling, another country s national federation or the International Cycling Union (UCI) and is not valid for other cycling disciplines such as Road, Track, Mountain Bike, Cyclo-cross or domestic BMX events (ie. ABA, NBL, etc) not sanctioned by USA Cycling. A separate International License can be purchased from USA Cycling covering the disciplines of Road, Track, Mountain Bike, and Cyclo-cross.

COMPETING OUTSIDE THE UNITED STATES

In addition to an International License, a rider must obtain a Foreign Permission Letter (FPL) for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPL's are free for the first ten (10). Additional letters are \$5.00 each. Please allow three weeks for processing. Additional fees may be incurred for requests involving express processing or mailing.

APPLICANT DECLARATION



Annual License#: 1917 RACING AGE (as of December 31, 2011): 40 Address City: AUSTIN ST: TX ZIP: 78701 Phone:

Additional representations for International (BMX and Non-BMX) and USPRO Licenses

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code, I further agree that the results of the analysis may bereleased to the public and communicated to my trade team, coach, or doctor in accordance will use and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me, mak

Signature of Applicant (minors must sign)_____ Date_____ [/3 /]

CONSENT AND AGREEMENT OF PARENT OR GUARDIAN

I am the parent or guardian of Lance E. Armstrong (Child). I give permission for my Child to enter any event permitted or sanctioned by USA Cycling, another event national federations, or International Cycling Union (UCI) 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, my 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 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 Guardian_ Date

The above signed agreement should be returned to:

USA Cycling, Inc. ATTN Membership Department 210 USA Cycling Point Suite 100 Colorado Springs, CO 80919.

1/12/11

Please note a minor's on-line application cannot be fully processed and the license cannot be issued until #

Name: Lauce E. Armstrong							
Annual License#: 1917							
RACING AGE (as of December 31, 2008): 37							
Address:							
City: AUSTIN ST: TX	ZIP: 78763						
Phone:							

Additional representations for International (BMX and Non-BMX) and USPRO Licenses

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my ploctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCY and WADA officials a vist of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research anti-information on-health protection. I accept these conditions regarding blood testing and agree to undergo all tests acquired of the Signature of Applicant

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Signature of Parent or Guardian_ Date_____

Date.

The above signed agreement should be returned to:

USA Cycling, Inc. ATTN Membership Department 1 Olympic Plaza Colorado Springs, CO 80909.

Please note a minor's on-line application cannot be fully processed and the license cannot be issued until this signed agreement is received.

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COMPETING OUTSIDE THE UNITED STATES - ROAD AND TRACK

In addition to an International License, a rider must obtain a **Foreign Permission Letter** (FPL) for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPLs are free for the first two. Additional letters are \$10.09 each. Please allow three weeks for processing. Additional fees may be incurred for requests involving express processing or mailing.

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.

Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar yeer. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I agree to compete in a sporting manner. I agree that the sole jurisdiction for resolving disputes that may arise shall be in the courts of the domicile of the UCI. By participating in a race where a drug test is conducted, in accordance with UCI, World Anti-doping Association (WADA) or U.S. Anti-Doping Agency (USADA) drug test regulations, I agree to submit to such testing. I further agree that when competing outside the United States or in international races the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree to submit any protests or disputes regarding drug testing when competing outside the United States or in international races to fine Court of Arbitration for Sports (CAS), whose decision I shall accept as final, I agree that all unite samples in such cases taken shall become the property of the UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding testing and agree to undergo all tests required of me,

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PLEASE INITIAL THIS PAGE AND INCLUDE IT WITH YOUR APPLICATION

CONTINUED ON THE NEXT PAGE⇒

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

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), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), AND U.S. PROFESSIONAL RACING ASSOCIATION (USPRO)) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS 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.

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to perticipate in a cycling 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. LACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN A BICYCLE RACE, whether as a rider, coach, mechanic or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, 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 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 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 Cyclind 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, which I have or which may bereafter 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, speciator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course 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 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 competition equipment 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.

Lagree, 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.

Date 2/4/+4 Signature of Applicant 3/1001

CONSENT AND AGREEMENT OF PARENT OR GUARDIAN

I am the parent or guardian of ________(Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. <u>IHAVE READ AND I UNDERSTAND THE ABOVE CONTRACT</u>. In consideration of allowing my Child to participate, I consent to the contract and agree that <u>ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD</u>, my heirs, legal representatives, and assignees. <u>I HEREBY</u> <u>RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY</u> 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, <u>WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES</u> or others. <u>I PROMISE NOT TO SUE RELEASEES</u> 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 Guardian_

__Date__

USA Cycling, Inc. * 1 Olympic Plaza, Colorado Springs, CO 80909 USA * 719-866-4581 * www.usacycling.org

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а.	City: State: Zip: Country: Have you been issued a license by the UCI or a National Federation other than USA Cycling in the last year? I Yes No [I "yes," provide the name of the issuing organization:	 I -
4.	Have you been denied a license in the last three years? Q Yes ZI No If "yes," what National Federation (or VCI) denied the license?	
5,	Are you currently under suspension? Dyes_DNo If "yes," what National Federation for UCI) issued the suspension?	51-
	Suspension dates: From MONTH / DAY / YEAR MONTH / DAY / YEAR FO	1/1C
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APPLICANT DECLARATION



ALL APPLICANTS OVER THE AGE OF 18 MUST SIGN PART 1. APPLICANTS UNDER AGE 18 MUST PROVIDE SIGNATURES FOR PARTS 1 & 2.

THE FOLLOWING DECLARATION MUST BE READ IN ITS ENTIRETY AND AGREED TO WITH YOUR SIGNATURE AND THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW

1. I am not aware of any reason why the requested license should not be issued. I have not requested a license for the International Cycling Union (UCI) or from any national federation for the calendar year. I am solely responsible for the information contained in this Cycling Union (UCI) or from any national rederation for the calendar year. I am solely responsible for the information contained in this application to the UCI, its Continental Confederations, and its National Federations. Lagree to compete in sportsmanlike manner. Lagree that the sole jurisdiction for resolving disputes that may arise shall be in the courts of the domicile of the UCI. By participating in a race where a drug test is conducted, in accordance with UCI Drug test regulations, lagree to submit to such testing. I further agree that when competing outside the US or in international races the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI antidoping regulations. Lagree to allow my doctor and/or the doctor of my team, upon the request of the UCI, to release to UCI officials a list of medications or treatments administered to me before any specific competition. I agree to submit any protests or disputes regarding drug abuse when competing outside the United States or in international races to the "Court of Arbitration for Sports" (CAS), whose decision I shall accept as final. I agree that all urine samples in such cases taken shall become the organity of the UCI and that the UCI may have them analyzed, notably for the process or research and information prices to the united States or research and information prices to the united in the time or the united states or research and information prices to the united in the united states or in international races to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or research and information prices to the united states or resea become the property of the UCI and that the UCI may have them analyzed, notably for the purpose or research and information on health protection.

I accept the conditions regarding blood testing and agree to undergo blood tests.

This Agreement is given by the undersigned Applicant for the banefit of USAC and its respective divisions and essociations including USCF. NORBA and US Pro Cycling, employees, egents, members, sponsors, promoters and effiliates (collectively "Releasees"). I acknowledge that cycling is an inherently dangerous sport in which I participate at my own risk and that USAC and it associations are nonprofit corporations formed to advance the sport of cycling, the efforts of which directly benefit me. In consideration of and as a consent of my membership in and the issuance of a license to me by USAC, USCF, NORBA and US Pro Cycling, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and aseigns, release and forever discharge, hold harm-less, indemnity, including as to attorney fees, and promise not to sue Releasees on, from and against, and waive, any claims, damages, in connection with the sponsorship, organization of execution of any way to the negligence, action or failure to act of any Releasees in connection with the sponsorship, organization of execution of any bicycle racing or sporting event, including travel to and from such a waiver of any provision shall not be construed as a modification of any other movision herein or as a consent to any subsequent waiver or modification. I currently have no known physical or mental condition that would impair herein or as a consent to any subsequent waiver or modification. I currently have no known physical or mental condition that would impair my capability and am fit to fully participate in bicycle racing (except for

Date

Signature of Applicant (All participants, including minors, must sign in ink)

FOR MINORS --- PARENT OR GUARDIAN MUST COMPLETE THE FOLLOWING

2. i, as parent or guardian of the Applicant, represent to the "Releasees" that the facts herein concerning my child or ward are true. I give my permission for my child or ward to anter any bicycle race or event permitted by USAC. Its associations, affiliated national federations or the UCI during the period of the license applied for, and further, in consideration of the granting of such license, agree, individually and on behalf of my child or ward, to the terms of the above Agreement.

Signature of Parent or Guardian

Date

COMPETING OUTSIDE THE U.S.A. - ROAD & TRACK

In addition to an International License, a rider must obtain a Foreign Permission Letter (FPL) for each country a rider wishes to race in (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams you will be a member of, and a foreign address if available. To request an application, call 719-866-4581. FPLs are free for the first two. Additional letters are \$10,00 each. Please allow three weeks for processing. Additional fees may be incurred for requests involving express processing or melling.

*USA Cycling is required to inform you that a portion of your dues go toward USA Cycling magazine subsoription (\$25 value). This is not deductible from your dues.

USA CYCLING INC. One Olympic Plaza, Colorado Springs, CO 80909 USA 719-866-4581 http://www.usacycling.org









USA Cycling Member Benefits

Adventure Advocates - Accidental Injury Insurance www.AdventureAdvocates.com/usacocing.orgal.1.000-211-9002 Nicholas Hill Health. Health Insurance medeal, denia & vision/www.usacocing.organs.com or 1-868-200-2185 USA Cycling branded.Credit Card - Bank of America: Call 1-800-932-2775 - code UAATKH United - Save up to 15% - http://www.united.com/ or Call 1-800-841-0460 code 564ED Hilton - Save.10% - www.HamptonLovesCycling.com For up-to-date benefits (benefits subject to change)

210 USA Cycling Point Colorado Springs, CO 80919 P: 719/434-4200 F: 719/434-4300

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Thank you for supporting USA Cycling -- the only national governing body for the sport recognized by the U.S. Olympic Committee and the UCI. As a member, you are eligible to compete in all sanctioned events nationwide.

Get your latest USA Cycling apparel at www.usacycling.org/shop

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USA Cycling Member Benefits

Adventure Advocates - Accidental Injury Insurance www.AdventureAdvocatescomusacycling.or.call.1.800-211-9002 Nicholas Hill Health. Health Insurance medeal defield vision/www.useokingbeathplans.com or 1-866-200-2135 USA Cycling branded/scredit Card - Bank of America: Call 1-800-9332-2775 - code UAATKH United - Save up to 15% - http://www.united.com/ or Call(1-800-841-0460 code 564ED

Hiton - Save 10% - www.HamptonLovesCycling.com

or up-to-date benefits (benefits subject to change)

www.USACyclingBenefits.org

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II...II...III.....III....II Lance E Armstrong 98 SAN JACINTO BLVD SUITE 430 AUSTIN, TX 78701



Please review your license and verify all information is correct. If there are errors, keep your license and return this mailer with changes indicated. We will issue a license free of charge within 30 days from the date of issue. After that time, enclose a \$15 reissue fee.

WARNING: Using any form of dietary supplement may result in a positive test for prohibited substances leading to a suspension and/or other penalties. Vitamins, minerals, herbs, amino acids and other dietary supplements may contain prohibited or illegal substances that may or may not be listed on the label. Any athlete who takes a vitamin, mineral, herb, amino acid, or other dietary supplement does so at his or her own risk of committing a doping violation.

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