

# 2010 Waco Triathlon Club Membership Application

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
DOB \_\_\_\_\_ USAT# \_\_\_\_\_  
Address \_\_\_\_\_ City/Zip \_\_\_\_\_  
Email address \_\_\_\_\_  
Phone \_\_\_\_\_ Number of years in Triathlon \_\_\_\_\_  
Ability level \_\_\_\_\_ Beginner \_\_\_\_\_ Intermediate \_\_\_\_\_ Advanced

**INDIVIDUAL MEMBER -- \$25 per calendar year**  
**FAMILY MEMBERSHIP (first 2) – \$40 per calendar year**  
**Additional family members - \$6/person per calendar year**

## WAIVER & INDEMNITY

In consideration of acceptance into and becoming a member of the Waco Triathlon Club, Inc., a Texas non-profit corporation (the "Club"), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I hereby agree to the following which shall be relied upon by the Club, its officers, directors, board members, employees, agents, sponsors, organizers, administrators, volunteers and related parties (collectively, the "Released Parties"):

I acknowledge that triathlons, duathlons, multi-sport races, workouts, open water swims, activities and clinics related thereto (collectively "Event(s)") are extreme tests of a person's physical and mental limits and carry with them the potential for death, serious injury and/or property damage. I acknowledge and agree that I am solely responsible for determining whether I am in sufficient physical and mental condition to safely participate in any Event. Moreover, by becoming a member of the Club and participating in any Event I hereby certify that I have no physical or mental condition which would endanger me or others. I have been instructed that prior to participating in any Event I should seek the advice and consent of my physician to determine whether I am in sufficient mental and physical condition to safely participate in any Event and I acknowledge that I am not relying upon the opinion or advice of any of the Released Parties with respect to my physical or mental condition or my ability to participate in any Event. In that regard, I acknowledge and ASSUME ALL OF THE RISKS and aspects of any Event. I acknowledge that running, bicycling, swimming or other portions of any Event is inherently dangerous and I understand that I will be participating in Events at my own risk, that I am solely responsible for my own health and safety and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in any Event. I further understand that any injury or damages released herein may be incurred as a result of the negligence of any one or more of the Released Parties.

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I hereby WAIVE, RELEASE and DISCHARGE the Released Parties from and against any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury and/or property damage, which may arise out of, result from, or relate in any way to my participation in, or travel to or from, any Event or the negligence of any one or more of the Released Parties. I further agree to protect, defend, INDEMNIFY and HOLD HARMLESS the Released Parties from and against any and all liabilities, claims, demands, suits, judgments, causes of action, losses, costs, injuries, and expenses (including with out limitation reasonable attorney's fees) for death, personal injury or property damage related to or in any way resulting from my participation in, or travel to or from, any Event or the negligence of any one or more of the Released Parties. The provisions of this paragraph shall survive any termination of this agreement or my membership in the Club.

**APPLICANT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Parent signature if applicant under age 18)