

Please Print Clearly
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October 25th, 2009 Santa Cruz, CA
1.2-Mile Swim, 56-Mile Bike, 13.1-Mile Run

AquaBike

First Name: _____ Last Name: _____

Sex: Male Female Birth date mm/dd/yyyy: _____/_____/_____

Email Address: _____

Day Phone: (_____) _____ Evening: (_____) _____

Address: _____

City: _____ State: _____ Zip: _____

T-Shirt Size: S M L XL

Your Age on Race Day _____

In Case of Emergency Please Contact: _____

Emergency Contact Phone: (_____) _____

ENTRY FEE: _____

2009 ENTRY FEE SCHEDULE

- Postmarked before 1/41/09 - \$150
- Postmarked 1/1 – 3/4/09 - \$170
- Postmarked 3/31 – 10/9/09 - \$190
- At the Big Kahuna Expo - \$200

Make Checks Payable and Mail To:

FIRSTWAVE EVENTS
PO BOX 321269
Los Gatos, CA 95032

www.firstwave-events.com

USAT ONE-DAY MEMBERSHIP FEE (\$10): _____

(Required unless you are an annual member)

RACE DAY PARKING PASS (recommended) **(\$10):** _____

TOTAL: _____

ENTRY FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE

Waiver must be signed. Participants must either be an annual USAT member or buy the \$10 one-day membership.

READ THIS DOCUMENT ("THE WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by USA Triathlon (hereinafter "USAT") in consideration for (i) allowing me to become a member of USAT, (ii) issuing me a single event license or permit, and/or (iii) permitting me to participate in any USAT sanctioned event; and I further understand and acknowledge that my statements are being relied upon by race sponsors, organizers, administrators, volunteers, and other parties defined below as the "Released Parties."

1. I acknowledge that a triathlon, duathlon, or other multi-sport event (hereinafter "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 damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgement and or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, the State of California, its officers and employees, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race director), volunteers, all other persons or entities involved with an Event, states, cities, towns insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"). For death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of an Event. I acknowledge that running, bicycling, swimming and other portions of an Event are inherently dangerous and I understand that I will be participating in an Event at my own risk, that I am responsible for the risk of participation in an Event, 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 an Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorney's fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver of Agreement, my breach or failure to abide by any of USAT's Competitive Rules, and my actions or inactions which cause injury or damage to any other person.

5. I AGREE to abide by the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I AGREE that prior to participating in an Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director. I FURTHER GRANT to Event Organizers, USAT, and their licensees the right, permission, and authority to use my name voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

(Athlete or Participant)

Print Name: _____ **Signature:** **X** _____ **Date:** _____

Age: _____ **Date of Birth:** _____

(Parent or Legal Guardian for Person under Eighteen(18) Years of Age or Legal guardian of incapacitated and/or mentally challenged person)

Name of Guardian: _____ **Signature:** **X** _____ **Date:** _____

Relationship to Minor or incapacitated and/or mentally challenged person: _____