

Please Print
Clearly



TRIATHLON BIG KAHUNA



September 12, 2010 Santa Cruz, CA
1.2-Mile Swim, 56-Mile Bike, 13.1-Mile Run

Age Group Athena Clydesdale

First Name: _____ Last Name: _____

Sex: Male Female Birthdate mm/dd/yyyy: _____/_____/_____

Email Address: _____

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

Address: _____

City: _____ State: _____ Zip: _____

Your Age on Dec. 31st 2010 _____

In Case of Emergency Please Contact: _____

Emergency Contact Phone: (_____) _____

ENTRY FEE: _____

2010 ENTRY FEE

\$225 March 31st - September 5th

\$250 At the Big Kahuna Expo

Make Checks Payable To:

FIRSTWAVE EVENTS

Visa ~ Master Card ~ Amex

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.



WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

**2009 WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of USA Triathlon ("USAT") allowing me to participate in any USAT sanctioned event (the "Event" or "Events") as either a member of USAT or through the issuance of a single event license or permit; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to 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 also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USAT, **The State of California, its officers and employees** the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.
5. Caltrans or the Highway Patrol may cancel or postpone the event at any time if weather, roadway hazards, or traffic congestion presents unacceptable conditions for your event.
6. In accordance with subdivision (a) of Streets and Highways Code section 682.5, the (California) Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to indemnify and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.
7. Permittee understands and agrees that it will comply with the obligations of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees from any claims or liability arising as a result of the event.
8. The permittee and the participant also understands that the California Department of Transportation cannot confirm that the highway subject to use meets Caltrans design standards and that it can be used safely for this event.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this 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:

WA101404