

# SUX TRI CLUB

## MEMBERSHIP APPLICATION

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_ USAT #: \_\_\_\_\_  
(USAT membership is not required)

E-Mail Address: \_\_\_\_\_ Cell Ph #: \_\_\_\_\_  
(This will be your main communication so make sure you are exact and clear)

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Occupation: \_\_\_\_\_

### 2016 Annual Membership fee through 3-1-2017

**\$25**

Please make your check payable to Sux Tri Club and return with the signed Release and Waiver form to the address below. Release and Waiver must be signed every year.

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

IN CONSIDERATION of being permitted to participate in any way in Activities, including but not limited to biking, running and swimming, sponsored by the SUX TRI CLUB ("Club") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities will be conducted over public roads and facilities open to the public during the Activities and upon which the hazards of traveling are to be expected. The Activities may include swimming in public open bodies of water and there may not be qualified lifeguards or other rescue personnel on hand. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.

2. FULLY UNDERSTAND that (a) these ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
Printed name and signature Date

**MINOR'S RELEASE (if member of club is a minor)**

The undersigned, being the minor's parent/s and/or legal guardian/s, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. The undersigned, as the parent/s and/or legal guardian/s of the participating minor child ("Participant"), have voluntarily authorized Participant to participate in said Activities.

As lawful consideration for Participant being permitted to participate in said Activities, the undersigned, on our behalf, and on behalf of the Participant, hereby agree to expressly assume and accept any risks of injury, death, or property damage as a result of participating in said Activity. The undersigned, on our behalf, and on behalf of the Participant, hereby waive, release, forever discharge, and agree to indemnify, defend, including costs, expenses, and reasonable attorney fees, and hold harmless the Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activities take place from any liability for any claims of injury or damage to Participant in any way arising out of, or connected with, participation in said Activities.

This agreement shall be legally binding upon the undersigned, Participant, and the heirs, estate, assigns, legal guardians, successors, and personal representatives of the undersigned.

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Name of Participant

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Name of Parents/Guardians

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Signature of Parents/Guardians