

## CHICO TRIATHLON CLUB

### Member Agreement

#### WAIVER/RELEASE, REQUIRED:

I HEREBY ASSUME THE RISKS OF PARTICIPATING IN ALL CHICO TRIATHLON CLUB ("CTC") FUNCTIONS OF EVERY KIND. I acknowledge that triathlons and CTC events are an extreme test of a person's physical and mental limits and carry with them a potential for death, serious injury and property loss. I certify that I am in good health, and I am physically fit; I have sufficiently trained for participation in such events and have not been advised otherwise by a qualified medical person; and I suffer from no physical impairment that would limit my participation in any CTC athletic or social functions. I acknowledge that my statements on this Acknowledgement Waiver and Release from Liability ("AWRL") are being accepted by CTC and are being relied on by USA Triathlon and the CTC and its organizers and administrators in permitting me to participate in any organized CTC function. In consideration for allowing me to become a CTC member and allowing me to participate in organized CTC functions I hereby irrevocably take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) I AGREE to abide by the Competitive Rules adopted by USA Triathlon, including the Medical Control Rules, as they may be amended from time to time, and I acknowledge that CTC membership may be revoked or suspended for violation of the Competitive Rules; b) I WAVE, RELEASE, AND DISCHARGE from any and all claims or liabilities for death, personal injury, property damage, theft, damages, or loss of any kind, which arise out of or relate to my membership in CTC, my participation in, or my traveling to and from any CTC athletic or social function, THE FOLLOWING PERSONS OR ENTITIES: CHICO TRIATHLON CLUB, CTC members, Club CTC sponsors, CTC attorneys, volunteers, USA Triathlon, and the officers, directors, employees, representatives and agents of any of the above; c) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and d) I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the persons or entities mentioned above from all damages, costs, and expenses of any kind including attorney fees that arise from or are related to my membership in CTC, my participation in, or my traveling to and from any CTC athletic or social function. By signing below, I hereby authorize the CTC to include my name in any marketing materials including newsletters, media kits, advertising and the website. I also grant the CTC express permission to use photographs of myself in CTC newsletters, the CTC website, or promotional materials and for submissions to newspaper articles and to CTC sponsors. In the event of any

dispute arising hereunder, the same shall be submitted to a Court of competent jurisdiction in Butte County, California, and in all events the laws of the State of California shall govern this agreement.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

The Undersigned: \_\_\_\_\_

If an applicant is under 18 years of age, a parent or legal guardian must execute, in addition to the foregoing AWRL, the following, for and on behalf of the minor.

The parent and natural guardian or legal guardian of:

\_\_\_\_\_ (minor's name) hereby executes the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor and our executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this Consent. I hereby authorize any licenses physician, emergency medical technician, hospital or other medical or health care facility ("Medical Provider") to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received arising out of or relation to any organized CTC function. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequence in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment.

NOTE: Parent/Guardian must also sign AWRL above.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

DATE: \_\_\_\_\_