

New England Winter Triathlon Series 2010
Registration Form

Gunstock Winter Triathlon
January 23rd - 24th 2010

First Name: _____ MI: ___ Last Name: _____

Street: _____

Town: _____ State: _____ Zip: _____

Date of Birth: ___ / ___ / ___ Gender: Male Female

Email: _____ Phone Number: _____

What Size T-Shirt? Small Medium Large X-Large

USAT Membership Number: _____

If you do not have a current USA Triathlon membership you will need a 1-day license for both the race and the clinic.

Race (01/24/10): Gunstock Winter Triathlon

Individual:	Championship Course	\$55
	Short Course	\$55

For teams please see separate application.

USA Triathlon 1-day license for Race	\$10
--------------------------------------	------

Clinic (01/24/10):

Gunstock Winter Triathlon Clinic	\$15
----------------------------------	------

USA Triathlon 1-day license for Clinic	\$10
--	------

Total amount included: \$_____

- Read, Sign, and Date the waivers included with this package.
- Make Checks payable to 'Channel Multisport'
- Mail Registrations to: 12 Regency Drive, Holliston, MA 01746

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 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.

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.

PRINTED NAME OF PARTICIPANT: _____ AGE: _____ DATE OF BIRTH: _____ / _____ / _____
PARTICIPANT'S SIGNATURE: _____ DATE: _____

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 Liabilities which any may be incurred as the result of such claim.

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): _____
DATE: _____

Channel Multisport and Gunstock Nordic Association Waiver

I understand that cross-country skiing, ski jumping, dry-land training and other competitive

sports activities are HAZARDOUS ACTIVITIES. I understand that running, biking, cross-country skiing, ski jumping, and the use of skis, other equipment and jumps involves risk of injury to any and all parts of my body.

I understand that there are numerous risks and dangers inherent in the sports of running, biking, cross-country skiing, ski jumping and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, jumps, and other features, whether natural or man-made, collisions with other trail users, trees, poles or objects.

I understand that having a Gunstock Nordic Association (GNA) employee or coach present does not lessen the amount or severity of the risks of these activities. I understand that GNA is not responsible for my safety. It is further understood that training, racing or jumping competitively is more HAZARDOUS than recreational skiing and jumping. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions.

I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on GNA or other premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Channel Multisport, Gunstock Nordic Association and Gunstock Recreation Area, their owners, directors, officers, agents, employees, land owners, (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees trail system, its equipment, or any equipment, or GNA or other premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire.

I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Belknap County, New Hampshire Courts and that no claims against the Releasees shall be brought in any other jurisdiction.

I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form. I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course or jumps and I agree to physically and visually inspect the course before competing or training.

I agree and understand that the competitor will be held to assume the risk of all course and jump conditions including, but not limited to, weather and snow conditions, premises, course or jump construction or layout and obstacles.

I acknowledge that Releasees have made themselves available to answer any question or address any concerns regarding the hazardous nature of the sports of running, biking, cross-country skiing and ski jumping and the risk of injury involved in training, participation and competing in these sports.

I authorize Releasees to administer first-aid as they deem necessary.

I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child at my expense.

I agree that upon transporting the child to any medical facility, clinic or hospital, that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility for the child. I understand that the Releasees will, to the best of their ability attempt to notify me as soon as possible in the event of an emergency.

I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of Channel Multisport or GNA.

I understand that permission to use Releasee's equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and covenant Not to Sue. I have read the above paragraphs and fully understand them.

I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement.

I have made no misrepresentations to Releasees regarding my name, age, or medical condition.

Signature (Competitor): _____ Date: ____/____/____

Participant Under 18 Years of Age:

As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on SAT's premises.

Signature (Guardian): _____ Date: ____/____/____