

New England Winter Triathlon Series 2010  
Registration Form

Massachusetts Winter Triathlon  
February 6<sup>th</sup> 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 the race.*

Race (02/06/10): Massachusetts Winter Triathlon

Individual Course \$55

*For teams please see separate application.*

USA Triathlon 1-day license for Race \$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: \_\_\_\_\_

# LIABILITY RELEASE & INDEMNIFICATION AGREEMENT

## Please Read Carefully Before Signing

I am aware of the inherent and other risks associated with participation in a cross country ski, biking, and running race. In recognition of my knowledge of these inherent risks, I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE AS A RESULT OF MY PARTICIPATION IN THESE SPORTS AND/OR MY USE OF THE RENTED EQUIPMENT, REGARDLESS OF WHETHER THE INJURY, DEATH OR PROPERTY DAMAGE IS CAUSED FOR IN WHOLE OR IN PART BY THE NEGLIGENCE OF CHARLES RIVER RECREATION, INC., CHANNEL MULTISPORT, THE COMMONWEALTH OF MASSACHUSETTS, MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION ("DCR") AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, AGENTS AGENTS AND EMPLOYEES.

These risks include but are not limited to: bare spots, ice, changing snow conditions, bumps, stumps, stones, trees and other hazards and obstructions existing in any ski-area. I recognize the dangers, whether marked or unmarked, and realize that falls and collisions are common and numerous and that injuries can result, and I accept the hazards of the sport and the danger of injury incident thereto, including negligence and carelessness on the part of fellow skiers. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, cross-country skiing, 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

I understand that the cross-country ski and snowshoe equipment forms a part of a cross-country ski and snowshoe ski-boot-binding system ("system") which is a NON-RELEASE system and that its use cannot guarantee this user's safety or freedom from injury while skiing and snowshoeing. I agree and understand that this system does NOT REDUCE THE RISK of injuries.

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 Channel Multisport and USAT. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

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.

I, the undersigned, for myself, my heirs, representatives, assigns and next of kin, do fully and forever RELEASE, WAIVE DISCHARGE, AND COVENENANT NOT TO SUE Charles River Recreation, Inc., Channel Multisport, the DCR and all of its owners, officers, directors, agents and employees ("the releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the sports of cross-country skiing or snowshoeing or use of rented equipment, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

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.

I have full authority to sign this release for any minor listed and agree that this release is binding upon my heirs and assigns. As the parent or guardian of a passholder I hereby release, and shall defend, indemnify and hold harmless "the releasees" from every claim and liability that I or my child shall bring arising out of his or her participation in ski lessons, his or her use of the pass, and the use of the ski area premises.

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Signature (Parent or Guardian if under 18)

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Date