



## 2016 Annual Membership Application

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Day Ph. \_\_\_\_\_

Home Ph. \_\_\_\_\_

E-Mail \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_

Would you like to share your name and  
email address on the club roster?

Yes \_\_\_\_\_ No \_\_\_\_\_

Individual membership **\$85.00**

Additional family member **\$75.00**

TOTAL ENCLOSED \_\_\_\_\_

**Mail to: RINCON TRIATHLON CLUB**  
**P.O. Box 7611**  
**Ventura, CA 93006-7611**

### Acknowledgement Waiver and Release from Liability

**(AWRL)** I HEREBY ASSUME THE KNOWN AND UNKNOWN RISKS OF PARTICIPATING IN ALL RINCON TRIATHLON CLUB (The "Club") FUNCTIONS OF EVERY KIND.

I acknowledge and fully understand that triathlons and Club events are an extreme test of a person's physical and mental limits and carry with them risks and dangers of death, serious bodily injury and property loss. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the conditions in which the activity takes place, or the negligence of the "releases" named below. There may be other risks or 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 incur as a result of my participation (or that of the minor) in Club athletic or social functions. I certify that I (or the minor) 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 which would limit my participation in any Club athletic or social function. I acknowledge that my statements on this AWRL are being accepted by the club and are being relied upon by USA Triathlon ("USAT") and the Club and its organizers and administrators in permitting me to participate in any organized Club function. In consideration for allowing me to become a Club member and allowing me to participate in organized Club functions, I hereby irrevocably take the following actions 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: a) I accept sole responsibility for my own conduct and actions while participating in Club events, and the condition and adequacy of my equipment; 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 the Club, my participation in, or my traveling to and from any Club athletic or social function. THE FOLLOWING PERSONS OR ENTITIES: The Rincon Triathlon Club, USAT, Club members, Club sponsors, Club attorneys, volunteers, 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; 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 the Club, my participation in, or my traveling to and from any Club athletic or social function. By signing below, I hereby authorize the Club to include my name in any marketing materials including newsletters and websites. I also grant the Club express permission to use photographs of myself in Club newsletters, Club websites, or promotional materials, and for submissions to news media and to Club sponsors. In the event of any dispute arising hereunder, the same shall be submitted to a Court of competent jurisdiction in Ventura County, California, and in all events the laws of the State of California shall govern this agreement.

I ACKNOWLEDGE THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP

SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL REGARDING THE CONTENTS AND EFFECTS OF THIS AWRL. If the applicant is under the age of 18, a parent/guardian must sign this AWRL and the additional release below.

Name (applicant): \_\_\_\_\_

Signature (parent/guardian if under 18): \_\_\_\_\_

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

**I am under the age of 18.** My parent/guardian has read and completed the foregoing AWRL and has executed the following Consent for and on my behalf.

The undersigned (parent/guardian) \_\_\_\_\_, the parent or legal guardian of the forenamed minor applicant, 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, 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 licensed 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 relating to any organized Club 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 consequences 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.

Parent/Guardian Signature: \_\_\_\_\_

(NOTE: Parent/Guardian must also sign AWRL above)

Relationship to minor: \_\_\_\_\_ Date: \_\_\_\_\_

Office use only : Date received: \_\_\_\_\_ By: \_\_\_\_\_