



Broome County Triathlon Club 2018 Membership Application

Name: _____
Address: _____
City, State, Zip: _____
E-mail: _____ Phone: _____

Gender: M / F
Age (as of 12/31/18): _____

Shirt Size: XS – S – M – L - XL

USAT Member # _____

Interested in: _____ Triathlons _____ Cycling _____ Distance Running
_____ Duathlons _____ Open Water Swimming _____ FirstTri Newbies Group

Membership Type (Check One) _____ Individual (\$30)
_____ Family (\$50) (2 Shirts)
_____ Student (\$20)
_____ Charter (5 Year) (\$120)
_____ Charter Family (\$200)

All BCTC Memberships will expire at the end of the year. Members that join after September 1st will receive a 50% discount.

Make checks payable to: Broome County Triathlon Club
PO Box 374
Binghamton, NY 13902-0374

Acknowledgement, Waiver, & Release from Liability (AWRL)

I acknowledge that a triathlon or multisport/duathlon is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN TRIATHLONS OR MULTISPORT/DUATHLONS. I certify that I am physically fit, have trained for participation in these events, and have not been advised otherwise by a qualified medical person.

I acknowledge that this AWRL form will be used by the BC Triathlon Club (BCTC) and the sponsors and organizers of all BCTC activities.

Activities being that of a workout or low-key nature or a race format or just a social event. I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows: a) WAIVE, RELEASE, DISCHARGE, and AGREE NOT TO SUE, for any and all liability for my death, disability, personal injury, property damage, property theft, or action of any kind which may hereafter accrue to me as a result of participation in, or my traveling to or from a BCTC activity, THE FOLLOWING PERSONS OR ENTITIES: BCTC, event sponsors, race directors, event producers, event volunteers, and all cities, counties, districts and/or states in which said events may be staged or in which segments of said events may be run and its (their) officers, directors, employees, representatives and agents and volunteers; b) INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in the paragraph from any and all liabilities or claims made by individuals or entities as a result of my actions during BCTC activities or events. I realize that most BCTC activities are of a workout or social nature and no traffic control will be in place during the event or activity. I will be responsible for knowing and following all traffic laws while participating in, practicing for, or traveling to or from a BCTC event or activity. I hereby consent to receive treatment in the event of my injury, accident, and/or illness during any BCTC activity.

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

Signature: _____ Date: _____
Emergency Contact: _____ Phone: _____

If under eighteen (18) years of age, parent or guardian must sign waiver:

Signature: _____ Date: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WITH PARENTAL CONSENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in any event ("Activity") at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES 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 Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) 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 the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be 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 may be incurred as the result of such claim.

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.

CLUB NAME: Broome County Triathlon Club

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS: (Street, City, State, Zip) _____

PHONE: _____ DATE: _____

Below section must be completed by Parent/Guardian for any participant under the age of 18.

MINOR RELEASE AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, 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. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S 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 FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIMS AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

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

ADDRESS: (Street) (City) (State) (Zip) _____

PHONE: _____ DATE: _____