Tri IT

Multi-Sport FUNdraiser Event Dolores CO September 16, 2007

PRINT or TYPE			
Participant Name:			
Mailing Address:			
City:		State:	Zip:
Phone:	E-mail:		
DOB: Age:	Male:	Female:	_
Emergency Contact		Phone #:	
T-Shirt Size (Circle one) :	S M L X	L	
Individual, Mark Events:	Running 🗌 I	Kayaking 🗌 Bicycling	□ All Events
Team, Mark Your Event(s):	🗆 Running 🛛	🗌 Kayaking 🛛 🗆 Bicycling	g
Name of Team:			
Total Amount Enclosed: \$.00	Non-Transferable Regi	stration Fees:
Your Entry Fee is Non-Refundab	le!	\$30.00 Individual \$15.00 Team Member—M	linimum of Two
I hereby grant to Event organizers the rig any promotion, account, advertisement of might otherwise have been entitled for su the attached Waiver. Your signa- terms of this agreement.	r other legitimate pur uch use. Registrati	rpose. I forever WAIVE any rights for will be void as incomplete	to future compensation to which I e unless You read and sign
Signature:	gnature: Date:		::
Signature: (Parent or Guardian if Participant is			::
Please answe	r the following	question for advertising	purposes.
How did you find out about the T Publication:	-		pe specific.
Internet Site:			
Radio or TV ad:			
Other:			

This is an event to raise money for the Children's Miracle Network. Donations are accepted.

Make Checks or Money Orders payable to: **Tri IT** Mail Entry to: Brenda K Smith, POB 1522, Dolores, Colorado 81323 E-mail: brendaksmith@remax.net ~ Website: http://brendaksmith.com **Phone: 970-565-2000 or 800-565-2014**

Tri IT MULTISPORT EVENT WAIVER

READ THIS DOCUMENT ("WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. IT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I acknowledge that a multi-sport event ("Event") is an extreme test of the participant's physical and mental limits which carries the potential for death, serious injury, and property damage. I acknowledge and agree that it is solely my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in this Event. I attest and certify that I am sufficiently fit and physically trained to participate in any Event which I elect to enter. I have no physical, mental or medical condition which would cause danger to myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. Furthermore, I have not been advised otherwise by a qualified medical person. I accept full responsibility for the condition and adequacy of my competition equipment and my conduct in connection with this Event.

I knowingly acknowledge and ASSUME ALL OF THE RISKS and aspects of this Event to participate, either as an individual or as a team member. I acknowledge that portions of this Event are inherently dangerous and I understand that I will be participating at my own risk, that I am responsible for the risk of participation, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of, or resulting from, my participation in this Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage caused or suffered by me while participating in this Event, otherwise, I agree to solely bear all costs of such injury or damage myself.

I agree to abide by Event Rules and, prior to my participation, will personally inspect the race course, facilities, equipment, and areas to be used for the Events. If I believe or become aware that any are unsafe, I will immediately advise the Race Director and withdraw my participation from the Event if the matter is not corrected to my satisfaction. I understand and agree that Participants who appear to be under the influence of alcohol and/or drugs will not be permitted to continue in this Event. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or physical abilities. I assume full and complete responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf or because of me, **I hereby and voluntarily waive, release and forever discharge** Brenda K Smith, all Event sponsors, Event partners and organizers, volunteers, all other persons or entities involved with this Event, as well as any governmental bodies and locations in which this Events take place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, action or causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which might arise out of, result from, or relate to my participation in, or my traveling to or from, this Event, including, but not limited to, any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical, emergency or hospital expenses.

I further COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I agree to INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorney fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any of the Event Rules, and my actions, or failure to act, which cause injury or damage to any other person.

The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, physically and/or mentally challenged person ("Participant"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Participant to legally bind Participant to this Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Participant in the execution of the Waiver Agreement.

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

As evidenced by my signature below, I understand and acknowledge that I am legally agreeing to the statements made herein and that Event organizers will rely upon these statements as the basis for allowing me to participate in this event. I have read this agreement.

Print Name of Participant:

Signature:

X_____

Date:

(Parent or Legal Guardian for Participant under age 18 "or" Legal guardian for physically and/or mentally challenged Participant)

Print Name of Guardian:

 Signature:
 X
 Date:

Relationship to Minor or physically and/or mentally challenged person:

This page is required *only* if a Parent or Legal Guardian is signing for the participant, who is a minor or is physically and/or mentally challenged. The first page must be initialed on the bottom right-hand corner to show that it has been read and is being signed and accepted by the Participant and/or the Parent or Legal Guardian on this page. Both pages must accompany the Event Registration form.