

BAKERSFIELD TRISPOKES MEMBERSHIP APPLICATION/RENEWAL FORM

AGREEMENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

IN CONSIDERATION of being permitted to participate in any way in the BAKERSFIELD TRISPOKES ("Club") sponsored Swimming, Bicycling, and Running Activities ("Activity/Activities") I for myself, my personal representatives, assigns, heirs, and kin:

1. ACKNOWLEDGE, agree and represent that I understand that the nature of Bicycling Activities and that I am qualified to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participate in the Activity.

2. FULLY UNDERSTAND THAT (a) SWIMMING, BICYCLING, AND RUNNING ACTIVITIES INVOLVE 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 of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW; (c) THERE MAY BE OTHER RISKS AND 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.

3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club and their respective administrators, directors, agents and employees, other participants, any sponsors, advertisers, and, if applicable, owners and leases of premises on which the Activity takes place (each considered one of the "releases" 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 "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND 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.

MEMBERSHIP AND FEES:

Individual Membership (\$50.00): Annual renewable membership for an individual triathlete: includes a one-year subscription to the online calendar, benefits of the club, participation in all Club activities and discounts at participating retailers.

Family Membership (\$75.00): Annual renewable membership for all triathletes in family: includes a one-year subscription to the online calendar, benefits of the club, participation in all Club activities and discounts at participating retailers. Fill out a form for each triathlete in the family.

Type or print and MAIL THIS WHOLE PAGE WITH CHECK TO:

BAKERSFIELD TRISPOKES
P.O. BOX 22701, BAKERSFIELD, CA 93390

Full Name: _____ Birthdate: _____

Address: _____ City, State, Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ USAT # (if applicable): _____

Membership Type: Individual: Family: This registration is: New Renewal

May we include the following in the club directory, which is only available to members?

Address: Yes No

E-Mail Address: Yes No

Home Phone: Yes No

Cell Phone: Yes No

APPLICANT'S SIGNATURE _____ DATE _____

GUARDIAN'S SIGNATURE _____ DATE _____
(if applicant is under 18)