

2011 Southern Hills Triathlon Registration and Waiver

In cooperation with SD Game, Fish and Parks Department.

NO RACE DAY REGISTRATION

REGISTER EARLY FOR LOWER FEES!

Mail In Registration: Southern Hills Triathlon
P O Box 933, Hot Springs, SD 57747

Online Registration: www.active.com
Registration closes at 7 pm, Friday, September 2, 2011

In Person Registration: Pasta Dinner; 5:30 – 7 PM Hot Springs Masonic Lodge; Friday September 2, 2011

BASE ENTRY FEE: **Solo** \$50
 High School/College/Military \$35
 Youth \$20
 Team \$100
High School/College/Military Team \$70

**For registration after August 6th,
add \$25 to base fee.**

Solo Event: Olympic Triathlon Sprint Triathlon Youth Triathlon Duathlon

Team Event: Sprint Olympic Duathlon Women Open (coed or all male teams)

Team Contact and Solo Athlete - Sign Waiver on Reverse

NAME _____ M F Birthdate _____

Address _____ Phone _____

City _____ State _____ Zip _____ E-mail _____

T-Shirt size S M L XL youth M L (check one)

Team Members – All Members Must Sign Waiver (Duplicate form or print off of web site as necessary)

Swimmer _____ M F T-Shirt size S M L XL youth M L

Phone _____ E-mail Address _____

Biker _____ M F T-Shirt size S M L XL youth M L

Phone _____ E-mail Address _____

Runner _____ M F T-Shirt size S M L XL youth M L

Phone _____ E-mail Address _____

RACE MAP CAN BE VIEWED ON <http://hotspringslibraryfriends.org>
Make checks payable to: Friends of the Library.
For questions email: southernhillstriathlon@yahoo.com or call: 605-745-3494

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE FRIENDS OF THE HOT SPRINGS PUBLIC LIBRARY, INC. 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.

2011 WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of Hot Springs Friends of the Public Library, Inc. ("HSFOL") allowing me to participate in the Southern Hills Triathlon; 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 triathlon; 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 triathlon. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the triathlon. (Triathlon includes **ALL events** included in the Southern Hills Triathlon.)
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 triathlon 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 triathlon, 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 triathlon.
3. I agree to be familiar with and abide by the Rules and Regulations established for the triathlon. 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: HSFOL, South Dakota Game, Fish and Parks, Angostura Recreation Area, other triathlon organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Volunteers and Staff, Venues and Property Owners where the triathlon takes place, Law Enforcement Agencies and other Public Entities providing support for the triathlon, 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 "triathlon 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.
5. I FURTHER GRANT to Event organizers, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.
6. 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.

(Athlete or Participant) Print Name: _____ Signature: _____

Date: _____ Age: _____ Date of Birth: _____

(Parent or Legal Guardian for Persons under Eighteen (18) Years of Age)

Name of Guardian: _____ Signature: _____ Date: _____

Relationship to Minor: _____