

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON 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.



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

IN CONSIDERATION of USA Triathlon ("USAT") allowing me to participate in any USAT sanctioned event (the "Event" or "Events") as either a member of USAT or through the issuance of a single event license or permit; 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 Event; 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 Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
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 Event 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 Event, 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 Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. 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: USAT, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, 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 "Event 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.

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.

PRINTED NAME OF PARTICIPANT: _____ AGE: _____ DATE OF BIRTH: ____/____/____

PARTICIPANT'S SIGNATURE: _____ DATE: _____

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 Liabilities which any may be incurred as the result of such claim.

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

DATE: _____

Cicero Triathlon Entry Form

Please print!

Your Name: (first) _____ (last) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail address _____
(email will be our primary means of communicating to you: confirmation of entry, race day instructions and other helpful information)

Telephone: (____) ____ - ____ Sex F ____ M ____

Birth date: ____/____/____ Age on 12/31/2010: ____

Shirt size: S ____ M ____ L ____ XL ____ XXL ____
(every effort will made to fill your request for shirt size, later entries may be filled with the next closest size)

If this is part of a team entry please provide names of other team members:

_____ (Mail team entries together!)

Please return this form with payment to: Hamilton North Chamber of Commerce
70 N. Byron Street, P.O. Box 466
Cicero, IN 46034

Enclosed is my check/money order. _____ Please charge my credit card: MC ____ Visa ____
Discover ____ AmEx ____

Card no. _____ Ex. Date _____

Signature _____

- _____ Individual Entry - \$50 with USAT membership
(please enter your USAT number _____)
- _____ Individual Entry— \$60 including one-day insurance
- _____ Team Entry— \$171 including one-day insurance for each entrant
(if any team member is a USAT member deduct \$10 and provide USAT number for each member)
- _____ **Total**

IMPORTANT: SIGN WAIVER AGREEMENT! This entry form is not complete without the signed waiver!

27th Annual Cicero Triathlon - Saturday, August 7, 2010



Saturday, August 7, 2010



Presented by



70 N. Byron Street,
P.O. Box 466
Cicero, IN 46034
(317) 984-4079
www.HamiltonNorthChamber.com

Participate in the 27th Annual Cicero Triathlon! Our triathlon will be held Saturday, August 7, 2010 in Cicero, Indiana beginning on Morse Reservoir.

Check-in time: 6:00—7:30 am at Red Bridge Park. The race will begin at 8:00 am.

Triathlon Order of Events:

Swim: .2 miles
Bike: 9.5 miles
Run: 3.1 miles

View the race courses on our website:
www.HamiltonNorthChamber.com.

Insurance

A USAT License is required. If you are an USAT member, **BRING YOUR CARD** on race day. If you'd like to purchase a one-day license, it is available for \$10. (See entry form.)

Requirements/Rules

All USAT rules apply. Please check USAT website (www.usatriathlon.com) for a complete listing of rules.

Scoring:

The Triathlon will be scored with chip timing technology.

Divisions:

Open Male Division: (Male 15-39)
15-19, 20-24, 25-29, 30-34, 35-39

Masters Male Division: (Male 40+)
40-44, 45-49, 50-54, 55-59, 60-64, 65+

Open Female Division (Female 15-39)
15-19, 20-24, 25-29, 30-34, 35-39

Masters Female Division (Female 40+)
40-44, 45-49, 50-54, 55-59, 60-64, 65+

Team Division (Male/Female/Mixed)

Entry Fees:

Individual — \$50 per person
Team — \$47 per person*

The Cicero Triathlon accommodates 400 athletes. If the field is not full on race day, race day entries will be accepted at the rate of \$60 per athlete including team participants. Pre-registered participants will receive a Cicero Triathlon t-shirt. A t-shirt is not guaranteed for race day entries.

** Each team member must have a signed entry form and the entry forms must be mailed together.*

Refund Policy:

No refunds will be given unless our field is filled before Thursday, August 5. If you find you are unable to participate in the Triathlon and we can fill your place with a participant on our waiting list, you will receive a refund after the event. You cannot "transfer" your spot in the race to another participant. No refunds will be given for any necessary race modifications due to circumstances beyond the control of the Race Director.