

# Delta Triathlon Club

## Membership Application

www.deltatri.com

Yes, sign me up for a 2010 triathlon club membership



### Membership Information

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Membership Type: New: \_\_\_\_\_ Renewal: \_\_\_\_\_

USAT Member? Yes: \_\_\_\_\_ USAT# \_\_\_\_\_ No: \_\_\_\_\_

For Family Membership:

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

### Membership Dues

Checks Payable To:

**Delta Triathlon Club**

Individual: \$45.00 \_\_\_\_\_

Family (up to 4): \$60.00 \_\_\_\_\_

### Mail Completed Application To:

Delta Triathlon Club

6541 Pacific Ave

Stockton, CA 95207

USAT # \_\_\_\_\_

USAT # \_\_\_\_\_

USAT # \_\_\_\_\_

### **Sign the Waiver!**

Unless otherwise notified by **Delta Triathlon Club**, I may renew my membership on an annual basis by paying the then current membership dues (which shall reaffirm my agreements contained herein).

**NOTICE:** This release form is a contract with legal consequences. Read it carefully before signing.

In consideration of acceptance of my application for membership in the **Delta Triathlon Club**, I hereby freely and voluntarily agree to the following representations, waivers and agreements:

I know and understand that **Delta Triathlon Club** is a triathlon/multisport club and the sports participated in are action sports that combine individual sports such as swimming, biking, running, as well as other athletic activities, each of which independently or in any combination with other sports do carry significant risks of serious personal injury, death and property damage. I also know and understand that while participating in and/or training for these sports I am exposed to many natural, mechanical, and environmental conditions and risks which independently or in any combination with my action or inaction or actions of others may cause property damage or bodily injury, including severe or fatal injuries to myself or others.

I agree that I alone am responsible for: a) my proper presentation and safety while participating in any **Delta Triathlon Club** event, including, without limitation, those that are sponsored, organized, coordinated or promoted in any manner by **Delta Triathlon Club** (including website, newsletter, emails, brochures, or any other form of member information distribution utilized by **Delta Triathlon Club**, its' members or its sponsors), which includes, but is not limited to, organized racing; training/workout sessions in open water, lap pools, gymnasiums, private and public facilities, on dirt or paved traffic non-controlled streets, roads, and paths; seminars/presentations; or other club activities (collectively, "**Delta Triathlon Club Events**"); b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such **Delta Triathlon Club** Event; and c) wearing a properly function and fitting SNELL or ANSI approved helmet while participating in any **Delta Triathlon Club** Event which includes bicycling, regardless of form (i.e. road or mountain riding). I also represent that I have no physical or medical condition, which to my knowledge, would endanger myself or others while I participate in these action sports or **Delta Triathlon Club** events and I assume full responsibility for my own health.

Being fully aware of these risks, conditions and hazards associated with these action sports, I hereby acknowledge and agree that **Delta Triathlon Club**, it's directors, officers, founders, members, sponsors, trainers, presenters, contractors, agents and any other club affiliated individuals and/or entities (collectively, "Related Persons") are not medical professionals and are without the expertise to diagnose medical conditions or impairments and are not in any way responsible for my safety while participating in any **Delta Triathlon Club** Event, and on behalf of myself and my administrators, legal representatives, assignees and successors in interest (hereinafter successors), I further irrevocably agree to waive, release and discharge **Delta Triathlon Club** and its

Related Persons with respect to any and all claims of damage for death, personal injury, or property damage which I may have or which may hereafter accrue to me as a result of my participation in any **Delta Triathlon Club** Event, whether such injury or damage was the result of negligence or carelessness on the part of **Delta Triathlon Club** and/or any Related Person and whether such injury or damage was foreseeable or not, including all such claims regarding the design or condition of any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by **Delta Triathlon Club** and/or any Related Person.

I further agree to forever hold harmless and indemnify **Delta Triathlon Club** and its Related Persons specifically from any and all liability for

death, personal injury, or property damage resulting in any way from my participating in **Delta Triathlon Club** Events of any kind, whether I am a member or a nonmember of **Delta Triathlon Club** at the time of the occurrence of such events. Without affecting any other rights or remedies, I hereby release and relieve **Delta Triathlon Club** and its Related Persons and waive my entire right to recover damages against **Delta Triathlon Club** and its Related Persons for personal injury or loss or damage to property arising out of or incident to the perils required to be insured against. The effect of such release and waiver is not limited by the amount of insurance carried by **Stockton Tri Club** and its Related Persons, or by any deductibles applicable hereto. I agree to have my insurance carriers waive any right to subrogation that such companies may have against **Delta Triathlon Club** and its Related Persons so long as the insurance is not invalidated thereby.

I acknowledge that I am 18 years of age or older and that I have read and understand the contents of this document, or I am the parent or legal guardian if the applying member is under the age of 18, and I have accepted and agreed to all the terms in this document on behalf of the minor child.

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NAME (PRINT): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian if under 18: \_\_\_\_\_ Date: \_\_\_\_\_