

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.

Athlete or Participant:

Printed Name: _____ Signature: _____

Date: _____ Date of Birth: ____/____/____ Age: _____

Parent or Legal Guardian for persons under Eighteen (18) years of age or Legal Guardian of Incapacitated person:

Printed Name of Guardian: _____ Signature: _____

Date: _____ Relationship to Minor or Incapacitated person: _____



Race Sponsors



WICHITA'S RUNNING STORE



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2 RACES

DUATHLON: 5K run, 25K bike, 5K run

TRIATHLON: USAT standard sprint distance - 750m swim, 25K bike, 5K run
(Individual or Team)

- Wet suit use in accordance with USAT rules (not likely based on expected temperatures)
- All cyclists must wear ANSI approved helmets
- **Both races will start at 7:30 am**

LOCATION

Lake Afton Park is located approximately 15 minutes southwest of Wichita. From Wichita, take US Highway 54/400 west to 215th Street West (west edge of Goddard); 215th Street south 3 miles to MacArthur Road; west on MacArthur 2.5 miles to the west entrance of the park.

REGISTRATION

Limited to first 250 Entrants

All registration methods end when race is full.

- In person at First Gear, 111 N. Mosley, Wichita June 1 through July 17th.
- Mail-in to Kansas River Valley Triathlon Club, 121 S. Bay Country, Wichita, KS 67235 (make checks payable to KRVTc). **Must be postmarked by July 13th.**
- Via the internet at www.active.com (ends on July 17nd at 11:59 pm)
- **NO RACE DAY REGISTRATION**



Sanctioned Event

FEES

Duathlon: \$40 *

Triathlon: \$50 *

Team Triathlon: \$75*

* For insurance purposes, a one-day fee of \$10.00 is required of all non-USAT members.

COURSES

Swim: Essentially parallel to shore out and back along swim area on west side of lake.

Wave starts based on gender and age group.
Bike: Out (west) and back on MacArthur Road - moderately rolling hills.

Run: Flat, fast paved park road. Water stations at three points on the run.

Course maps can be viewed at www.ksrvtc.com/mudwater and will be included in race packets.

REGISTRANT FORM

Race:

Duathlon: \$40 Triathlon: \$50

Team Triathlon: \$75

USAT Member(s)? YES: # _____ (1)

_____ (2) # _____ (3)

No: **\$10** Single Day Membership per person for Insurance Purposes.

USAT members will be required to show current USAT Card and photo ID at packet pickup.

! ATTENTION TEAM REGISTRANTS !
Attach signed waivers for each registrant by using additional registration forms. You only need to provide all team information on one form.

Participant Information:

Name: (1) _____

Address: (1) _____

City: (1) _____

State: (1) _____ Zip: (1) _____

E-mail: (1) _____

Daytime Phone: (1) _____

Name: (2) _____

Address: (2) _____

City: (2) _____

State: (2) _____ Zip: (2) _____

E-mail: (2) _____

Daytime Phone: (2) _____

Name: (3) _____

Address: (3) _____

City: (3) _____

State: (3) _____ Zip: (3) _____

E-mail: (3) _____

Daytime Phone: (3) _____

T-Shirt Size(s): *for teams, indicate # of each*
(Shirts are Mizuno Dry-Science fabric)

___ XS, ___ S, ___ M, ___ L, ___ XL, ___ XXL

Packet Pick-up at First Gear on Friday, July 17th; at Lake Afton on Saturday, July 18th after 3:00 pm; and on race day beginning at 6:00 am. Triathlon body-marking will begin on race day at 6:15 am.