



2011 USA Triathlon Elite License Application

New, please find my approval form included with application

Renewal, my membership number is _____

FIRST NAME _____ M.I. _____ LAST NAME _____

DOB (MM/DD/YY) _____ GENDER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY(IF PURCHASING A FOREIGN ELITE LICENSE) _____

EMAIL ADDRESS _____ PHONE NUMBER _____

LICENSE TYPE: please circle just one

PAYMENT INFORMATION: please indicate payment type

2011 US ELITE TRIATHLETE MEMBERSHIP	\$39.00	CHECK OR MONEY ORDER (payable to USA Triathlon) # _____	\$ _____
2011 US ELITE DUATHLETE MEMBERSHIP	\$39.00	VISA OR MASTERCARD	\$ _____
2011 US ELITE OFF ROAD MEMBERSHIP	\$39.00		
2011 FOREIGN ELITE MEMBERSHIP	\$39.00	CREDIT CARD # _____	exp. _____
2011 ELITE COLLEGIATE MEMBERSHIP	\$39.00	CARDHOLDER'S NAME (print) _____	CVV# _____

**PLEASE MAIL TO: USA TRIATHLON ELITE MEMBERSHIP, 5825 DELMONICO DRIVE, SUITE 200, COLORADO SPRINGS, CO 80919
OR FAX TO (719)597-2121**

2011 USA Triathlon Medical Control Program Consent, Release, and Indemnification

BY SIGNING THIS FORM, THE PARTICIPANT-ATHLETE IS ACKNOWLEDGING THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE MEDICAL CONTROL RULES AS ADOPTED BY USA TRIATHLON. THE ATHLETE UNDERSTANDS THAT HE/SHE MAY BE REQUIRED TO SUBMIT TO A MEDICAL CONTROL URINALYSIS TEST AT ANY EVENT SANCTIONED BY USA TRIATHLON, OR AT ANY OTHER TIME AND LOCATION AS DIRECTED BY USADA AND/OR WADA. THE ATHLETE FURTHER UNDERSTANDS THAT, BY SIGNING THIS FORM, HE/SHE IS VOLUNTARILY CONSENTING TO THE MEDICAL CONTROL RULES, RELEASING USA TRIATHLON FROM CLAIMS RELATED TO THE IMPLEMENTATION AND ENFORCEMENT OF THOSE RULES, AND INDEMNIFYING USA TRIATHLON FROM ANY COSTS INCURRED DUE TO THE ATHLETE'S BREACH OF THIS CONSENT.

I, the undersigned athlete, understand that USA Triathlon (the National Governing Body) has adopted, as part of the Competitive Rules governing the sport of triathlon, a comprehensive medical control program which prohibits the use of artificial performance enhancing substances and practices. I understand that USAT is a member organization of both the United States Olympic Committee ("USOC") and International Triathlon Union ("ITU") and I will be responsible for knowing and abiding by all of the medical control rules and doping enforcement policies of these organizations.

I have read USA Triathlon's Medical Control Rules, and I understand that athletes may be required to comply with drug testing at all USA Triathlon sanctioned events and at other times according to USADA and WADA policy. I agree to submit to a drug test if selected, knowing that detection of the use of banned substances could lead to the imposition of serious penalties, including disqualification, loss of prize money, and/or lifetime suspension from participation in future events. I recognize that in submitting to this test, I am waiving any related rights to privacy over the results and related medical records. I further understand that the practice of blood doping or "boosting" is banned by USA Triathlon and that to engage in boosting would also subject me to punitive action. I am aware that failure to comply with a drug test request will be cause for the same penalties as for those who test positive for anabolic steroids at a competition test.

I acknowledge that, by applying for membership in USA Triathlon, I voluntarily consent to be governed by all of USA Triathlon's Competitive Rules, including the Medical Control Rules, as they may be amended from time to time. By signing this form I am reaffirming my voluntary consent to be governed by USA Triathlon's Medical Control Rules. I hereby release USA Triathlon, its officers, directors, and agents from all claims and causes of action related to USA Triathlon's medical control program, including but not exclusively for invasion of privacies and/or medical malpractice for errors in administering any tests, and I agree to indemnify and hold USA Triathlon, its officers, directors, and agents harmless from any claims or expenses, including attorney's fees and the costs of litigation, incurred by them by reason of my failure to honor this consent form. The promises and covenants made by me in this form shall survive any lapse in, or termination of, my membership in USA Triathlon.

I know that medications, common beverages, and other legal products may contain banned substances. I am fully responsible for knowing what substances are banned by USADA and for monitoring my own compliance. I am aware that, as a service to USA Triathlon, USADA has agreed to answer any questions that I may have concerning medications, banned substances, procedures, or any other aspect of the medical control program, and that I may call the USADA's Drug Reference Line (1-800-233-0393) to obtain help and information.

Athlete's Printed Name

Athlete's Signature

Date

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.



**2011 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: _____