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ywca

**2014 BEWARE OF BARRACUDA
Sprint Triathlon
Eagle Rock Resort
Hazleton, PA**

**Sunday August 24th
Start time: 7:00AM**

Challenge Yourself! - 750Yard swim - 17 Mile Bike - 3.1 Mile Run



Visit our website for more race info: www.hazyracing.com

2014 BEWARE OF BARRACUDA TRIATHLON APPLICATION

Name _____
 Address _____
 City _____ State _____ Zip _____
 Sex _____ Date of Birth _____ Size S M L XL XXLG
 Email _____ Phone _____
 Select one: Individual Triathlon _____ Triathlon Team _____ Aqua Bike _____
 Clydesdale 220+ _____ Athena 165+ _____ FAT TIRE _____
 If team, I am the Swimmer _____ Biker _____ Runner _____ Relay Team Name: _____
 If team, select one: Male _____ Female _____ CoEd _____ Sweet Heart _____
 USA Triathlon Member? Yes _____ No, need a 1 day License(\$12) _____
 If yes USAT number _____
 Emergency Contact Name _____ Emergency Contact Number _____
 How did you hear about this event _____

*Beware of Barracuda triathlon entry fee is \$75 for individuals and \$100 for teams. All teams must submit applications at the same time. For each non-USAT member, a \$12 one-day license fee will also apply. A \$10 late fee is also applied for each race application post marked after Aug 1st. Registration will Close Wednesday, Aug 20th.

* We will accept registrations Saturday during packet pickup 12-4p.m. No registrations taken on Sunday.

*Packet pickup on Saturday, August 23rd 2014 from 12-4 at the Eagle Rock Beach. Athlete Check in /packet pickup 5:30-7:00 a.m. Sunday, August 24th. Wave start at 7:00 a.m.

*Registration forms will not be processed until payment is received and waiver is signed. Entry confirmed via email and listed on the website. **NO REFUNDS WILL BE GIVEN ONCE RACE APPLICATION IS RECEIVED.**

* Aqua-Bike division with awards to the overall top 5 finishers.

*T-shirts are guaranteed to all that are registered prior to Aug 1st.

*Checks are payable to the Hazleton YMCA/YWCA. Mail completed race applications with payment to Hazleton YMCA/YWCA 75 South Church St. Hazleton Pa 18201. All proceeds to benefit the Hazleton YMCA/YWCA Barracudas Competitive Swim Team.

Please read and sign all attached waivers.



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: _____

EAGLE ROCK RESORT YMCA/YWCA of Hazleton
Open Water Swim, Youth Triathlon, and Adult Triathlon August 10,
August 23, August 24, 2014 INDEMNIFICATION, WAIVER and RELEASE

I UNDERSTAND AND AGREE TO THE FOLLOWING:

In consideration of being permitted to participate, at no cost, in the YMCA/YWCA of Hazleton -Open Water Swim, Youth Triathlon, and Adult Triathlon and Longer Distance Event, located at the Eagle Rock Resort, 1 Country Club Drive, Hazle Tsp., Pennsylvania, Luzerne County, Pennsylvania, I and my respective personal representatives, heirs, successors, and next of kin (all of the foregoing being referred to collectively as "Releasors") do hereby indemnify, release, waive, discharge and covenant not to sue Eagle Rock Resort Co., Eagle Rock Resort Club Corp., Eagle Rock Community Association, Inc., National Resort Management Corp., or any of the affiliated or related entities or any of their respective officers, directors, employees, agents or representatives, (all of the foregoing being referred to collectively as "Releasees"), from any and every liability, claim, demand, action, or right of action, of whatsoever kind or nature, either at law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting or arising out of any event, occurrence or incident which may occur as a result of Releasor's participation in the YMCA/YWCA of Hazleton- Open Water Swim, Youth Triathlon, and Adult Triathlon located at Eagle Rock, regardless of whether such event, incident or occurrence was caused by or arose out of the negligence of Releasees, Releasor assumes full responsibility for any risk of bodily injury or property damage to Releasor due to any cause whatsoever, including, without limitation, the negligence of Releasees or otherwise, while Releasor is participating in the YMCA/YWCA of Hazleton- Open Water Swim, Youth Triathlon, and Adult Triathlon . I hereby release all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered Releasor during participation in the YMCA/YWCA of Hazleton- Open Water Swim, Youth Triathlon, Adult Triathlon and Longer Distance Event.

I understand that Eagle Rock Resort or any of the affiliated or related entities is merely the location that the YMCA/YWCA of Hazleton- Open Water Swim, Youth Triathlon, Adult Triathlon and Longer Distance Event will be held and that Eagle Rock Resort is not affiliated as sponsor of this event. I understand that the Releasees are not providing any lifeguards for this event and it is the sole responsibility of the YMCA/YWCA to provide lifeguards. I understand that the Releasees are providing use of kayaks, canoes and life jackets for the YMCA/YWCA of Hazleton- Open Water Swim, Youth Triathlon, and Adult Triathlon and that Releasees provide NO WARRANTIES or representations as to the condition of the kayaks, canoes and life jackets and that the use of the kayaks, canoes and life jackets is at Releasors sole risk.

Releasor states that *Releasor has carefully read the above Release and Waiver and knows the contents of this Release and Waiver and signs this Release and Waiver at Releasor's own free will. This is to certify that I, as parent or guardian with legal responsibility, do consent and agree to his her release as provided above. I release and agree to indemnify EAGLE ROCK or any affiliates or related entities and respective officers, directors, employees, agents or representatives, subsidiaries, and volunteers from any and all liabilities incident to involvement or participation in the YMCA/YWCA of Hazleton Open Water Swim, Youth Triathlon, Adult Triathlon and Longer Distance Event located at Eagle Rock Resort. I also agree to all other conditions set forth in this document.*

Signature: _____ Date: _____

If under 18, MUST be signed by parent or guardian

PrintedName: _____

Name of Children: _____