



# 2003 FISH LAKE TRIATHLON REGISTRATION



JUNE 28, 2003

**Mail to:** Fish Lake Registration **Phone:** 435-896-9085  
**(or Fax)** 186 Castle Rock Ct. **Fax:** 435-896-9484  
**Richfield, UT 84701** **E-mail:** [1vvision@msn.com](mailto:1vvision@msn.com)

### PAYMENT INFORMATION

- MY REGISTRATION FEE IS ENCLOSED  
(CHECK PAYABLE TO FISH LAKE TRIATLON)
- PLEASE BILL MY:  VISA  MASTERCARD  AMEX  DISCOVER
- \$40 (registration fee)

CARD #: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

NAME AS IT APPEARS ON CARD: \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



### PLEASE PROVIDE ALL INFORMATION BELOW

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

By checking the box below, you agree, warrant and covenant as follows:

I acknowledge that a triathlon or bisport/duathlon event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN TRIATHLONS OR BISPORT/DUATHLON EVENTS. I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by Fish Lake Triathlon (FLT) and are being relied upon by FLT and the various race sponsors, organizers and administrators in permitting me to participate in any FLT sanctioned event.

In consideration for allowing me to participate in FLT sanctioned event, I hereby take the following action for myself, myself executors, administrators, heirs next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and expressly acknowledge that it is my intent to take these actions: A. I AGREE to abide by the Competitive Rules adopted by FLT, including the Medical Control Rules as they may be amended from time to time, and I acknowledge that my participation may be revoked or suspended for violation of the competitive rules. B. I AGREE that prior to participating in an event I will inspect the race course, facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the event activity facility or area. C. I WAIVE, RELEASE, AND DISCHARGE from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or my traveling to and from a FLT sanctioned event, THE FOLLOWING PERSONS OR ENTITIES: FLT, EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTIES, OR LOCATTITIES IN WHICH EVETNS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPOLYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CASUED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, D. I ACKNOWLEDGE that there may be traffic or persons on the course route, and I ASSUME THE RISK OF RUNNING, BIKING, SWIMMING OR PARTICIPATING IN ANY OTHER EVENT SANCTIONED BY FLT. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in FLT sanctioned events including but not limited to falls, contact and/or effects with other participants, effects of weather including heat and humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, any hazard that may be posted by spectators or volunteers. All such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph C, or of other persons or entities; E. I AGREE NOT TO SUE any of the persons or entities mentioned above in paragraph C, for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; F. I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in paragraph C, from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event of activity is being conducted; (iv) the competitive rules; or (v) any other harm caused by an occurrence related to FLT sanctioned event; and G. I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in a FLT sanctioned event, and I WAIVE all right to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

1. Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. ("Active") and FLT that you have full legal authority to complete this event registration on Active, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by Active or FLT.

2. Limitation of Liability; Disclaimer of Warranties. ACTIVE OR FLT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR FLT OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE OR FLT IS AT YOUR SOLE RISK. ACTIVE OR FLT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE OR FLT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Active or FLT makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active or FLT does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active or FLT is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

3. Indemnification. You agree to indemnify and hold each of Active or FLT and its officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Active or the violation of any term of this Liability Waiver or the Active Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

5. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

I hereby agree to the above terms \_\_\_\_\_ (Initials)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Legal Guardian (if under 18): \_\_\_\_\_

Date: \_\_\_\_\_

