



Thank you for your interest in membership with the Yuba Sutter Triathlon Club (YSTC). In 2009, a group of multi-sport athletes came together to form the Yuba Sutter Triathlon Club. The purpose was to encourage participation in multi-discipline and endurance sports such as marathon, triathlon and duathlon; as a means of achieving personal growth and maintaining a healthy lifestyle. The club is all inclusive and we have a wide range of experience levels ranging from swimmers, bicyclists, runners, first time triathletes to Ironman finishers.

In 2011, the YSTC established its official name registered with the California Secretary of State and by year's end we had our "not for profit" status. We were also offering weekly workouts in run, bike and swim. Our first event, the River Run 5k, which had over 100 participants, was held on December 31<sup>st</sup>, 2011. Our Club vision is to encourage and promote the multi-sport lifestyle, to take the intimidation out of the sport, to support our local community and to host local events. In order to do this, we must raise funds via membership and sponsorship.

In an effort to continue to provide better services and increase event offerings, we are now accepting annual dues in the amount of \$65.00. Some benefits of membership include: membership card, YSTC logo'd item, discounts and services from our fantastic sponsors, weekly club lead workouts, social events, custom YSTC kits and team racing. To better introduce guests to what the club has to offer, guests may attend up to three workouts after signing a waiver.

You may join the YSTC by completing the form below and the attached waiver, enclosing a check, money order, paypal or credit card payable to "Yuba Sutter Tri Club" or "YSTC" in the amount of \$65.00 and mailing it all to the address below. If you have any questions, you may contact us at [membership@yubasuttertriclub.com](mailto:membership@yubasuttertriclub.com). Thank you for your continued support and we look forward to a happy and healthy 2019 season together.

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Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ e-mail \_\_\_\_\_

Social Media Accounts \_\_\_\_\_ Birthday \_\_\_\_\_ Anniversary \_\_\_\_\_

T-shirt Size \_\_\_\_\_ Men / Women Interested in: \_\_\_\_\_ Run \_\_\_\_\_ Bike \_\_\_\_\_ Swim \_\_\_\_\_ Triathlon

Return completed application, waiver and payment to:

YSTC C/O Sena Minshew  
2649 North Beale Road  
Marysville, CA 95901

Please read any waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

By indicating your acceptance, you understand, agree, warrant and covenant as follows: In consideration of acceptance of my application for membership in the Yuba Sutter Triathlon Club (YSTC), I hereby freely and voluntarily agree to the following representations, waivers, and agreements: I know and understand that YSTC is a Triathlon/Duathlon/Multi-sport club and the sports of Triathlon, Duathlon, and adventure racing are action sports that combine individual sports such as swimming, biking, running, kayaking, 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 YSTC Sponsored; YSTC organized; YSTC promoted /posted in or on the YSTC Website, YSTC Newsletters, YSTC emails, brochures, or any other form of member information distribution utilized by YSTC, its members or its sponsors; or YSTC Member coordinated event, 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 (YSTC Events); b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such YSTC Event; and c) wearing a properly functioning and fitting SNELL or ANSI approved helmet while participating in any YSTC 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 YSTC Events. Being fully aware of these risks, conditions, and hazards associated with these action sports, I hereby acknowledge that YSTC, its directors, founders, members, sponsors, trainers, presenters, contractors, agents and any other club-affiliated individuals and/or entities (YSTC & Affiliate) 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 YSTC Event, and I further agree to waive, release and discharge myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter successors) in any and all claims of damages 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 YSTC Event, against any YSTC & Affiliate, whether such injury or damage was the result of negligence or carelessness on the part of any YSTC & Affiliate 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 any YSTC & Affiliate.

I further agree to forever hold harmless and indemnify all persons and entities identified above, generally and specifically from any and all liability for death, personal injury, or property damage resulting in any way from my participating in YSTC Events of any kind, whether I am a member or a nonmember at the time of the occurrence of such events. Without affecting any other rights or remedies, I hereby release and relieve YSTC & Affiliate and waive my entire right to recover damages against YSTC & Affiliate for 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 any YSTC & Affiliate, or by any deductibles applicable hereto. I agree to have my insurance carriers waive any right to subrogation that such companies may have against YSTC & Affiliate so long as the insurance is not invalidated thereby. I also agree for myself and successors that the above representations are not mere recitals and that they are binding and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence.

There are no implied warranties or representations made other than those in this document, and this document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable. 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. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_