

# WAIVER - MUST BE SIGNED

USAT WAIVER

READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by USA Triathlon (hereinafter "USAT") in consideration for (i) allowing me to become a member of USAT, (ii) issuing me a single event license or permit, and/or (iii) permitting me to participate in any USAT sanctioned event; and I further understand and acknowledge that my statements are being relied upon by race sponsors, organizers, administrators, volunteers and other parties defined below as the "Released Parties."

1. I acknowledge that a triathlon, decathlon, or other multi-sport event (hereinafter "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 damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with any Event. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), volunteers, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of an Event. I acknowledge that running, bicycling, swimming and other portions of an Event are inherently dangerous and I understand that I will be participating in an Event at my own risk, that I am responsible for the risk of participation in an Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in an Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any of USAT's Competitive Rules, and my actions or inactions which cause injury or damage to any other person.

5. I AGREE to abide by 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 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 or become aware that any are unsafe, I will immediately advise the Race Director. I FURTHER GRANT to Event organizers, USAT, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions. WA101404

I hereby give my permission for the YMCA to take photographs and videos of my child and use them in publicity if they so desire.

\_\_\_\_yes \_\_\_\_no (check one)

Parent/Guardian Signature: \_\_\_\_\_

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

## We would like to thank our Sponsors



RACE TIMING



UNLIMITED



**Ron Rosner Family YMCA**  
5700 Smith Station Rd  
Fredericksburg, VA 22407  
540-735-9622  
cweise@family-ymca.org



### VILLAGE 5K & KIDS 1 MILER

At the Spotsylvania Courthouse  
Village Pavilion

Sunday December 31, 2017

3pm

Hosted by the Ron Rosner Family  
YMCA

Register on line @  
[www.racetimingunlimited.org](http://www.racetimingunlimited.org)

or visit the  
Ron Rosner Family YMCA

Questions: Catherine Weise at  
[cweise@family-ymca.org](mailto:cweise@family-ymca.org)

Ron Rosner YMCA  
5700 Smith Station Rd  
Fredericksburg, VA 22407

540-735-9622 ext. 2022

# Village 5k and Kids 1 Miler

End the year off on a healthy note. Join the Ron Rosner family YMCA at the Spotsylvania Village Pavilion for some fun timed runs.

## RACE DATE & TIME:

Sunday December 31, 2017

3pm: Kids 1 Mile

3:30pm: 5K

## RACE LOCATION:

Spotsylvania Courthouse Village Pavilion, 9019 Old Battlefield Blvd. Spotsylvania, VA, 22553

## PARKING:

There will be plenty of parking around the county building

## REGISTRATION:

Go on line to [www.racetimingunlimited.org](http://www.racetimingunlimited.org) or visit any Rappahannock Area YMCA front desk to sign up. 5K: Any age. Kids 1 Miler: 15 & under

## COURSE:

The 5K is a one loop course with the start/finish at the Spotsylvania Courthouse Village Pavilion. The course takes you through the historic Confederate Cemetery and downtown Spotsylvania.

The 1 Mile course follows the start of the 5K then turns right back onto Old Battlefield Blvd and around the pavilion back to the finish line.

## COST:

5K:

\$26.00 till Dec. 15<sup>th</sup>

\$30.00 Dec. 16- 30<sup>th</sup>

\$35.00 RACE DAY

1Mile:

\$15.00 till Dec. 15<sup>th</sup>

\$17.00 Dec.16-30<sup>th</sup>

\$17.00 RACE DAY

Multi-family discount- Take \$2.00 off each registration when signing up 2 or more family members. NO DISCOUNT ON RACE DAY

## PACKET PICKUP/LATE REGISTRATION:

Saturday December 30, 2017 - 2pm-6pm  
@ Lucky Road Run Shop

Sunday December 31, 2017-RACE DAY  
2pm-2:30pm at race site

## T-SHIRTS:

Are not guaranteed after December 15th.

## AWARDS:

5K: Top 3 Overall and Top 3 Age groups Male/Female. Age groups are as follows: 14 & under, 15-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70+.

1 Miler: Top 3 Overall and Top 3 Age Groups Male/Female. Age groups are as follows 5 & under, 6-7, 8-9, 10-11, 12-13, 14-15.

## ENTRY FORM, one per person:

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

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Age: \_\_\_\_\_

Birthday: \_\_\_\_\_

Circle: Male / Female

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

T-SHIRTS: Not guaranteed after Dec 15!

CIRCLE SIZE: YS YM YL YXL

AS AM AL AXL

## CIRCLE RACE & ENTRY FEE:

5K:	1 Mile:
\$26.00 (till 12/15)	\$15.00 (till 12/15)
\$30.00 (12/16 - 30th)	\$17.00 (12/16 - 30th)
\$35.00 RACE DAY	\$17.00 RACE DAY

Multi family member sign-up discount subtract \$2.00 per runner. NO DISCOUNT RACE DAY

TOTAL: \_\_\_\_\_

Please make checks payable to Ron Rosner Family YMCA

Emergency Contact Info:

Name:

Phone Number: