

the 2009 Lobsterman

triathlon and aquabike



Saturday, September 19, 2009

Freeport, Maine

the details

Saturday, Sept. 19, 2009 9:30 a.m. start time
 Olympic Distance Triathlon: **Swim 1.5k, Bike 40k, Run 10k**
 Aquabike follows the same swim and bike course

Race followed by a Lobsterbake presented by Gritty's of Freeport. Spend the weekend camping on the ocean at Winslow Park!

To reserve your camping spot at the race venue, call 207-865-4198 (seasonal, call after May 4)

sign up

Mail Forms to:

Tri-Maine, 164 Middle Street, Suite 3, Portland, ME 04101
 or drop off at Tri-Maine offices located at the address above.

Online: www.active.com; keyword Lobsterman

entry fees (After August 1 add \$5)
 Triathlon – USAT \$95 non-USAT \$105
 Aquabike – USAT \$70 non-USAT \$80
 Relay - \$120 (+ \$10 for each non-USAT member)

The Lobsterman Triathlon and Aquabike are USA Triathlon sanctioned and USAT rules apply. You must be a member of USA Triathlon to compete in these races. If you do not have an annual membership, you must purchase a one-day membership of \$10.

Refunds: A refund of your registration fee minus \$20 will be granted up to July 31st. 50% will be refunded after July 31 - Aug. 31. After September 1 no refunds will be given.

fmi

www.tri-maine.com, 207-221-5420, info@trimaine.com

ATHLETE INFO – please print

Individual Name or Relay Contact Person _____

Gender (circle one) M F Birth date (mm/dd/yy) / / Email _____

Phone _____ Address _____

Triathlon Club (if you are a member) _____ T-Shirt Size (gender specific) _____

USA Triathlon # and Expiration Date (if applicable) _____ Novice Wave? _____

Emergency Contact Person, Phone Number & Relation: _____

SELECT RACE CATEGORY - circle one

Elite – first wave Age Group

Relay Aquabike

circle one if applicable (age groupers only)

Clydesdale (men over 200 lbs)

Athena (women over 150 lbs)

2 OR 3 PERSON RELAY CATEGORY – circle type

Men

Women

Mixed

Name of Relay Team _____ 1st Person's leg (s) - Swim Bike Run

Name of Relay Member #2: _____ Email _____

Leg (s) – Swim Bike Run

USAT # and Exp. Date _____ T-shirt Size (gender specific) _____

Name of Relay Member #3: _____ Email _____

Leg - Swim Bike Run

USAT # and Exp. Date _____ T-shirt Size (gender specific) _____

LOBSTER BAKE TICKETS - Number of Lobster bake tickets _____ x \$25 each = \$ _____

Catered by Gritty's of Freeport, includes lobster, steamers, corn, potato and beverage. Free Gritty's Beer to all of age.

PAYMENT INFO – circle one

Cash

Check (payable to Tri-Maine)

Credit Card

CC# _____ exp. date: ____/____/____ CVV: _____

Total = Entry fee + USAT fee (if applicable) + Lobsterbake = \$ _____

The 2009 Lobsterman Triathlon & Aquabike

PLEASE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL) BEFORE REGISTERING

I acknowledge that a triathlon 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 THIS TRIATHLON. I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by Tri-Maine DBA WillPower Enterprises, LLC and the various race sponsors, organizers and administrators in consideration for permitting me to participate in this event.

In consideration for allowing me to participate in this event, I hereby take the following action for myself, my executors, administrators, heirs next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the Competitive Rules adopted by this event (b) I AGREE that prior to participating in this 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; (c) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or this event, THE FOLLOWING PERSONS OR ENTITIES: TRI-MAINE DBA WILLPOWER ENTERPRISES, LLC, EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTRIES, OR OTHER GOVERNMENTAL BODIES OR LOCATIONS IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED 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 THIS EVENT under these circumstances. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed 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 persons or entities mentioned above in subparagraph (c) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (c) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (c) 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, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) my breach or failure to abide by any of the Competitive Rules; or (iv) any other harm caused by me. I FURTHER GRANT FULL PERMISSION to any and all of the above parties to use my name and/or likeness relating to my participation in this event, as well as use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name, image, or likeness.

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

Sign Here: _____ Date: ____/____/____

Print Name: _____

Signatures of Additional Relay Members: _____

For persons under 18 years of age, a parent or legal guardian must sign the above AWRL and complete the following section.

The undersigned _____ (parent/guardian) the parent and natural guardian of _____ (minor's name) hereby acknowledges that he/she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executors administration, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this consent and authorization for medical treatment.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ('Medical Provider') to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to this event. I authorize any such Medical Provider to perform all procedures deemed medically advisable by the Medical Provider in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of said minor and myself. I acknowledge that no warranty is being made as to the results of any medical treatment.

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: _____