

ONE MULTISPORT MEMBERSHIP APPLICATION 2017		
APPLICATION INFORMATION		
First Name:	Middle Initial:	Last Name:
Date of birth: (m/d/yy)	Gender:	USAT Member #:
Current address:		
City	State:	Zip Code:
Cell Phone:	Email Address:	
EMERGENCY CONTACT		
In case of Emergency, Please Call:		
Phone:	Alternate Phone:	

## 2017 MEMBERSHIP AGREEMENT AND WAIVER OF LIABILITY

**PLEASE READ THIS AGREEMENT CAREFULLY, IT CONTAINS A RELEASE AND WAIVER OF LIABILITY AND THE TERMS OF YOUR MEMBERSHIP.**

To be a member of ONE Multisport Association (“ONE Multisport”), you must agree to the terms of this Membership Agreement and Waiver of Liability (this “Agreement”), sign and date this Agreement on Page 2, and pay the annual membership fee of **\$125.00**. As a condition of membership in ONE Multisport, you agree to abide by the ONE Multisport Culture and Guiding Principles (available at <http://goo.gl/TKgNng>), the by-laws of ONE Multisport, all rules imposed by ONE Multisport, and the terms of this Agreement.

**Membership and Revocation.** ONE Multisport reserves the right to deny membership to any person and to revoke the membership of any person, with or without cause. If ONE Multisport revokes your membership or if you voluntarily terminate your membership in ONE Multisport, your only recourse is a prorated refund of your membership dues.

**Social Media.** You agree that ONE Multisport may use your name and photographs of you in promotional materials including newsletters, website, media submissions, and social media. You agree that ONE Multisport may remove or request that you remove club-related social media postings it deems derogatory or otherwise not in keeping with club standards of decorum.

**Racing Term Affiliation.** You agree to race with ONE Multisport as your team affiliation for any race for which you receive a free or discounted race entry from ONE Multisport or are offered Early Entry by virtue of being a member of ONE Multisport.

**Risks of Participation.** You acknowledge that: (i) endurance events including, but not limited to triathlons, duathlons, running races, bicycle races, skiing races, adventure races, and training for such events (collectively, “Endurance Events”) are extreme tests of a person’s physical and mental limits; (ii) Endurance Events carry with them potential for property loss, serious injury and death; (the “Risks”) and (iii) Endurance Events are conducted in venues open to the public during such events.

**Assumption of Risk.** YOU HEREBY ASSUME THE RISKS OF PARTICIPATING IN ONE MULTISPORT CLUB EVENTS OF ALL KINDS INCLUDING ENDURANCE EVENTS. You assume all of the Risks including, but not limited to, falls, contact with other participants, effects of weather, defective equipment, the condition of the roads, trails and courses, water hazards, traffic collisions, contact with other swimmers or boats and any hazard that may be posed by spectators or volunteers. You agree that prior to participating in a ONE Multisport club event, you are responsible for inspecting the course, facilities and equipment to be used to your satisfaction. You further agree that if, at any time, you believe conditions to be unsafe, and you will immediately discontinue participation.

**Your Condition.** You certify that you are physically fit and have sufficiently trained for participation in Endurance Events, and have not been advised against participation by a qualified health professional.

**Release of Liability.** “The Releasees” include: ONE Multisport, ONE Multisport officers, sponsors or ONE Multisport, other members of ONE Multisport, and ONE Multisport event directors, volunteers, and producers. On behalf of yourself, your executors, heirs, legatees, successors and assigns, YOUR HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE THE RELEASEES FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LOSSES, OR LIABILITIES OF ANY KIND ARISING FROM PERSONAL INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, THEFT, DAMAGE, OR ECONOMIC LOSSES, WHICH ARE RELATED TO YOUR PARTICIPATION IN OR TRAVEL TO AND FROM A ONE MULTISPORT EVENT, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY.

**Agreement Not to Sue.** You agree not to sue The Releasees for any of the claims that you have waived, released, or discharged in this Agreement.

**Reliance on This Agreement.** You acknowledge that your statements on this Agreement are being accepted and relied upon by USA Triathlon, ONE Multisport, and The Releasees.

**Duty to Follow Safety Guidelines.** You agree to follow safe practices, including but not limited to courtesy at all ONE Multisport events. You agree to wear a helmet at all times while riding a bicycle and to use lights on bicycles when required by law or safe practices. Failure to comply with this paragraph is grounds for termination of your membership in ONE Multisport.

**Support and Representation of Sponsors.** You are encouraged to support ONE Multisport’s sponsors. You are encouraged to act as ambassadors by promoting ONE Multisport to friends, family, neighbors, and fellow multisport enthusiasts.

**Minors.** The parent or legal guardian who signs this Agreement on behalf of a minor, incapacitated and/or mentally challenged person (the “Represented Person,” hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Represented Person to legally bind the Represented Person to this Agreement. The parent or legal guardian who signs this Agreement agrees to indemnify and hold harmless The Releasees 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 the Represented Person in the execution of this Agreement.

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

SIGNATURES	
<b>I agree to the terms and conditions set forth herein.</b>	
Signature of applicant:	Date:
<b>If Applicant is under 18 years of age or is a Represented Person:</b>	
<b>As the Parent and/or Legal Guardian of the Represented Person Applicant, you hereby accept and agree to all of the terms and conditions of this Agreement in connection with the Applicant’s membership in ONE Multisport and participation in ONE Multisport Endurance Events. If, despite this Agreement, you, or anyone acting on the Applicant’s behalf, makes a claim for liability against any of The Releasees, you will indemnify, defend, and hold harmless each of the Releasees for, from, and against any such claim, including without limitation, reasonable attorneys’ fees.</b>	
Signature of Parent/Guardian:	Date:

**PLEASE MAKE YOUR MEMBERSHIP FEE CHECK FOR \$125 PAYABLE TO ONE MULTISPORT AND RETURN TO:  
ONE MULTISPORT, 4003 E. VIA MONTROYA DR., PHEONIX, AZ 85050**