



Kain Performance Multi-Sport Racing 2009 Membership Application

Personal Information: (Please Print Clearly)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____ Work: _____

Email Address: _____ DOB: _____ Gender: M F

Member Status & Type:

Check one: New Member Renewal
Check one: Olympic Ironman HalfIron / 70.3

Payment Method:

Check one: PayPal (transaction/processing fees added)
 Check monthly auto-pay from my bank

2009 Fees - (Member fees are due by the 5th of each month)

- Monthly - \$140.00
- Punch Card - \$175.00 = 10 drop-ins
- 3-Month Special - \$400.00
- 6-Month Special - \$775.00
- 9-Month Special - \$1150.00
- Kain Referral: 3-Month Special + 1 Month Free - \$400.00

Please send check made out to Kain Performance LLC, liability waiver, and application to:

**Kain Performance LLC
16201 Stevens Canyon Road
Cupertino, CA 95014**

Office Use Only	
Amt Paid	
Date Paid	
Check #	
Cash	

Additional Info:

How did you hear about Kain Performance?

- Kain Member: _____
- At a Race - which one: _____
- Internet Search - which site: _____
- Friend Active.com USAT website
- The Runner's Factory Sports Basement
- Other (please list) _____

Event(s) you are training for:

- IMCDA IM Austria IMUSA IM Canada IM Kentucky IM Wisconsin IMNZ
- Other IM _____ IM World Championships (Kona, HI)
- California 70.3 Vineman 1/2 WF Long Course Big Kahuna Auburn 1/2 Hawaii 70.3
- Other 70.3 _____ 70.3 World Championships (Clearwater)
- WF Olympic SVOGT San Francisco Tri Auburn Olympic Donner Lake PacGrove
- Sentinel Tri (Club Championships) FODT Escape from Alcatraz Santa Barbara Triathlon
- ITU 2009 World Championships (Australia) USAT 2009 Age-Group National Championships (Alabama)
- Mermaid Tri/Du MHST PacGrove Sprint Tri San Francisco Sprint Tri Donner Lake Sprint Tri
- Catalina Tri Scott Tinley's Xterra
- Other event(s) not listed: _____

**KAIN PERFORMANCE MULTI-SPORT RACING
ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.

In consideration of the acceptance of my membership application for membership in Kain Performance Multi Sport Racing Team (hereinafter "Kain Performance"), I hereby freely and voluntarily agree to the following representations, waivers and agreements.

I, _____ (**Print Name**), intending to be legally bound, understand and agree that I am voluntarily participating in all Kain Performance training sessions and/or events. I do so at my own request and at my own risk. I acknowledge that the sport of Triathlon and Duathlon, and/or Cycling and/or Running and/or Swimming involves the extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I acknowledge that I am aware of the risks inherent in the training sessions (and/or events) and certify that I am physically fit and have not been advised against participation in the above named sports by a qualified health professional.)

I agree that I alone am responsible for: (a) my proper preparation and safety while participating in any organized Kain Performance race, training session, event or other Team activity; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such Team event; and, (c) wearing a properly functioning SNELL or ANSI Approved helmet while participating in any Kain Performance 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 in my knowledge would endanger myself or others, while I participate in these sports or activities.

Being fully aware of the risks, conditions and hazards associated with these sports, **I HEREBY ACKNOWLEDGE that Kain Performance**, its directors, founders, members, sponsors, agents and any other team-affiliated individuals and/or entities are not in any way responsible for my safety while participating in any Kain Performance organized race, training session, event or other Team activity and **I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assignees and successors an 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 Kain Performance event, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the design, condition of any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever **HOLD HARMLESS and INDEMNIFY** all persons and entities identified above, general specifically from any and all liability for death, personal injury or property damage resulting in any way from my participating in Kain Performance events of any kind.

I also give permission for the free use of my name, picture and voice in any broadcast, telecast, print account, or any other account in any medium of this Training and/or Event.

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. 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.

Date: _____
(Signature)

If you are under 18 years of age, a parent or legal guardian must read and sign the above waiver, complete the following section and sign below where indicated:

I, _____ (**print name**), the undersigned, am the parent and/or legal guardian of _____ (Minor's Name). I hereby acknowledge that I have read the foregoing waiver for and on behalf of the minor named herein and hereby bind myself, the minor and our successors to the terms of the foregoing waiver. I represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned above for any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor named herein.

Date: _____
(Print Parent/Guardian Signature)