



Kain Performance Multi-Sport Racing 2010 Membership Application

Personal Information: (Please Print Clearly)

Name: _____ NO CHANGES (returning members)

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Cell: _____ Home: _____

Member Status & Type:

Check one: New Member Renewal
Check one: Olympic Ironman HalfIron / 70.3
 Kain Dirt Kain Skirts (Women Only) Junior's

Payment Method:

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

2010 Fees - (Member fees are due by the start of each month)

Monthly - \$140.00 3-Month Special - \$400.00 6-Month Special - \$775.00 9-Month Special - \$1150.00
 Punch Card - \$175.00 = 10 drop-ins (Expires 3 months from date of purchase)

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: _____ Friend Active.com USAT website
 Threshold Racing USA Productions The Runner's Factory Sports Basement Word-of-Mouth
 Internet Search: (which search engine) _____
 At a Race - which one: _____ Other (please list) _____

Event(s) you are training for:

Ironman Distance - IM Event (please list): _____

70.3 Distance

California 70.3 Vineman 1/2 WF Long Course Big Kahuna Auburn 1/2 Hawaii 70.3 Boise 70.3
 Other 70.3 _____ 70.3 World Championships (Clearwater)

Olympic Distance

WF Olympic SVIT Treasure Island Donner Lake PacGrove Santa Cruz Tri (Club Championships)
 FODT SF Alcatraz Santa Barbara Triathlon Metro Tri (NEW) Reservoir Tri (NEW)
 ITU 2010 World Championships (Budapest) USAT 2010 Age-Group National Championships (Alabama)

Sprint Distance

Mermaid Tri/Du MHST SVST PacGrove Sprint Tri Treasure Island Sprint Tri Donner Lake Sprint Tri
 Catalina Tri

MTB

Scott Tinley's Xterra SVMTB WFMTB

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)