



# Kain Performance Multi-Sport Racing 2008 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:  Kain Performance Team  KainIron Team  Kain 1/2 Iron Team

Office Use Only	
Amt Paid	
Date Paid	
Check #	
Cash	

## 2008 Fees - (Member fees are due by the 5<sup>th</sup> of each month)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Monthly - \$120.00               | <input type="checkbox"/> Punch Card - \$160.00 = 10 drop-ins |  |
| <input type="checkbox"/> 3-Month Special - \$340.00       | <input type="checkbox"/> 6-Month Special - \$660.00          | <input type="checkbox"/> 9-Month Special - \$975.00        |
| <input type="checkbox"/> KainIron Monthly - \$140.00      | <input type="checkbox"/> KainIron 3-Months - \$400.00        | <input type="checkbox"/> KainIron 6-Months - \$775.00      |
| <input type="checkbox"/> Kain 1/2 Iron Monthly - \$140.00 | <input type="checkbox"/> Kain 1/2 Iron 3-Months - \$400.00   | <input type="checkbox"/> Kain 1/2 Iron 6-Months - \$775.00 |

**Please send check made out to Kain Performance LLC, liability waiver, and application to:**  
**Kain Performance Team**  
**16201 Stevens Canyon Road**  
**Cupertino, CA 95014**

## Additional Info:

### How did you hear about Kain Performance?

- Kain Member: \_\_\_\_\_  Friend  Competitor Ad  Active.com  TEAM Clinic  
 At a Race (which one: \_\_\_\_\_)  The Runner's Factory  USAT  
 Internet Search (which site: \_\_\_\_\_)  Other (please list) \_\_\_\_\_

# of Years in Triathlon: \_\_\_\_\_ Duathlon: \_\_\_\_\_ Ability Level:  Beginner  Intermediate  Advanced  Elite

Goal(s): \_\_\_\_\_

Previous Race Experience: \_\_\_\_\_

Do you have any limitations or nagging injuries we should be aware of? (Please review & sign Liability Waiver)

### Event(s) you are training for:

- IMAZ  IMCDA  IMUSA  IM Canada  IM Kentucky  IM Wisconsin  World Championships  
 California 70.3  Auburn 1/2  Hawaii 70.3  Vineman 1/2  WF Half  Big Kahuna  70.3 World Championships  
 WF Olympic  Auburn Olympic  Uvas  SJIT  SJMB  Folsom Int'l  
 Escape from Alcatraz  Donner Lake  PacGrove  Sentinel  Santa Barbara Tri  Treasure Island  
 Mermaid Tri/Du  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)