

Rolla Multisport Club Membership Agreement and Release and Waiver of Liability

As a condition of your membership in the Rolla Multisport Club ("RMC"), you agree to the terms of this Membership Agreement and Release and Waiver of Liability (this "Agreement"). Furthermore, you agree to abide by the RMC bylaws and all rules imposed by RMC.

Support and Representation

You are encouraged to support RMC and its sponsors. You are encouraged to act as ambassadors by promoting RMC to friends, family, neighbors, and fellow multisport enthusiasts.

Social Media

You agree that RMC may use your name and likeness, including in promotional materials such as newsletters, websites, media submissions, and social media. RMC reserves the right to alter or remove any post on a social media under RMC control at its sole discretion.

Acknowledgment of Risk

You acknowledge that: (i) athletic events including, but not limited to triathlons, duathlons, running, bicycling, swimming, rowing, adventure races, obstacle courses, mud runs, powerlifting events, cross-training events, and training for such events (collectively, "Athletic Events") are extreme tests of a person's physical and mental limits; (ii) Athletic Events carry with them potential for property loss and injury, up to and including death; (the "Risks") and (iii) Athletic Events are conducted in venues open to the public during such events.

Assumption of Risk

YOU HEREBY ASSUME THE RISKS OF PARTICIPATING IN RMC EVENTS OF ALL KINDS, INCLUDING BUT NOT LIMITED TO ATHLETIC EVENTS AND TRAINING FOR SUCH EVENTS. You assume all 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 boats, and any hazard that may be posed by spectators or volunteers.

You agree that prior to participating in a RMC Athletic 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, you will immediately discontinue participation.

You agree that prior to participating in any Athletic Event, you are responsible for attaining a level of fitness and training appropriate for that Athletic Event, and agree not to participate in such Athletic Event if you have been advised against participation by a qualified health professional.

Release of Liability

"The Releasees" include: Rolla Multisport Club, RMC members, RMC officers, members of the RMC Board of Directors, sponsors of RMC, and RMC event directors, volunteers, and producers. On behalf of yourself, your executors, heirs, legatees, successors and assigns, YOU 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 RMC EVENT, EVEN IF SUCH CLAIMS LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES OR OF ANY OTHER PERSON OR ENTITY. You agree not to sue the Releasees for any of the claims that you have waived, released, or discharged in this Agreement.

Duty to Follow Safety Guidelines.

You agree to follow safe practices at all RMC 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.

Membership and Revocation

RMC reserves the right to deny membership to any person and to revoke the membership of any person, with or without cause, by a simple majority vote of the RMC Board of Directors.

Severability

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then the Agreement shall be treated as though that provision were not included, and the validity and enforceability of any remaining provisions shall not be affected.

SIGNATURES

I agree to the terms and conditions set forth herein.

Printed name of Applicant: _____

Signature of Applicant or
Parent or Legal Guardian of Applicant: _____ Date: _____

If Applicant is under 18 years of age or is a Represented Person:

As the Parent and/or Legal Guardian to the Applicant, you hereby accept and agree to all of the terms and conditions of this Agreement in connection with the Applicant's membership in RMC and participation in RMC 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 from any such claim, including without limitation, reasonable attorneys' fees.