

# Application

Exclusive Sports Marketing, Inc.  
 6421 Congress Ave, Suite 103 • Boca Raton, FL 33487  
 Tel 561.241.3801 • Event Info Ext.#100 • Fax 561.241.3805

**Register online at [www.PowerManFlorida.com](http://www.PowerManFlorida.com)**

Location	Age Group	Relay
12/05 - PowerMan FL St. Antonio, FL (Pasco County)	<input type="checkbox"/>	<input type="checkbox"/>
12/05 - Pasco County Sprint St. Antonio, FL (Pasco County)	<input type="checkbox"/>	<input type="checkbox"/>

Entry Fee 6/16-10/12		Entry Fee 10/13 - 12/02		On-site 12/04	
Event	Price	Event	Price	Event	Price
PM Age Group	\$75	PM Age Group	\$95	PM Age Group	\$100
PM Relay	\$115	PM Relay	\$125	PM Relay	\$150
PC Age Group	\$50	PC Age Group	\$65	PC Age Group	\$70
PC Relay	\$80	PC Relay	\$95	PC Relay	\$110

**PLEASE NOTE - THERE WILL BE NO RACE DAY REGISTRATION**

Please make check payable to and send to:  
 Exclusive Sports Marketing, Inc. 6421 Congress Ave, Suite 103, Boca Raton, FL 33487

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_ Sex: M \_\_\_\_ F \_\_\_\_

USAT License # \_\_\_\_\_ Exp: \_\_\_\_\_ Age as of 12/31/08: \_\_\_\_\_ T-Shirt Size (Check One): S  M  L  XL

Billing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Circle Division: Pro Age Group Relay: Male / Female / Coed

Amount Paid: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Cash  VISA  MC  DISCOVER  AMEX

Credit Card #: \_\_\_\_\_ Exp. \_\_\_\_\_ Signature: \_\_\_\_\_

**Fill out area below for relay members**

<p><b>Athlete #2</b></p> <p>Last Name: _____ First Name: _____</p> <p>Birth Date: ____/____/____ Age: ____ Sex: M ____ F ____</p> <p>USAT License # _____ Exp: _____ Age as of 12/31/09: _____</p> <p>T-Shirt Size (Check One): S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/></p>	<p><b>Athlete #3</b></p> <p>Last Name: _____ First Name: _____</p> <p>Birth Date: ____/____/____ Age: ____ Sex: M ____ F ____</p> <p>USAT License # _____ Exp: _____ Age as of 12/31/09: _____</p> <p>T-Shirt Size (Check One): S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/></p>
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**2008 AMB TRANSPONDER RESPONSIBILITY AGREEMENT**

In 2008, all ESM events will be timed/scored using the AMB i.t. Elite Timing System. Each athlete will be issued an AMB i.t. Transponder & Ankle Band that will need to be worn throughout the race in order to be timed/scored correctly. You will be RESPONSIBLE for your Transponder/Ankle Band. In order to race, you must read the following document, then sign it, as proof of your understanding of the timing process and equipment responsibility.

**REGISTRATION** At registration, you will be given your assigned bib number and corresponding AMB i.t. Transponder number. You will proceed to the AMB i.t. "Band Board," where you will receive the Transponder/Ankle Band. Both of these items are to be worn throughout the entire race. If you register for the race but decide not to participate, please return the Transponder/Ankle Band to a Race Official.

**AMB i.t. TRANSPONDER/ANKLE BAND** The Transponder comes attached to the Ankle Band. **DO NOT REMOVE THE TRANSPONDER FROM THE BAND!** The Ankle Band **MUST** be worn around your ankle for the entire race. All Transponders **MUST** be returned to ESM once you cross the finish line. Relay Teams will swap the band in transition to insure correct scoring.

**REPLACEMENT FEE** Athletes who do not return their assigned Transponder/Ankle Band will be required to pay a \$90.00 replacement fee.

**EXCLUSIVE SPORTS MARKETING, INC. ADULT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

1. I, for myself, and on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors and assigns and next of kin ("RELEASING PARTY") enter into this agreement IN CONSIDERATION OF my ability to participate in any way in recreational and sports activities hosted and/or operated by Exclusive Sports Marketing, Inc. including without limitation volleyball, running, inline skating, mountain bike racing or riding, triathlons and related activities ("EVENTS"), as well as IN CONSIDERATION OF me being able to enter into or upon the premises and facilities where the EVENTS are or will be taking place.

**WAIVER AND RELEASE**

2. RELEASING PARTY hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Exclusive Sports Marketing, Inc., Publix Super Markets, Inc., its Partners, Host Cities, and its affiliated owners, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, sponsors, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS ("RELEASEES"), FROM ALL LIABILITY FOR ALL LOSS OR DAMAGE AND EVERY CLAIM OR CAUSE OF ACTION OF ANY KIND ("LIABILITY"), including based on the NEGLIGENCE of the RELEASEES or otherwise, arising out of or related to any act or omission concerning the EVENTS. This agreement also encompasses LIABILITY for all BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to, and for any purpose or reason, RELEASING PARTY's presence on or about the premises of where the EVENTS are or will be taking place. Such LIABILITY encompasses, but is not limited to, participation as a active participant or as a spectator, NEGLIGENT rescue efforts, and NEGLIGENT enforcement of (or the failure to enact or enforce) rules and regulations. It also encompasses LIABILITY concerning the NEGLIGENT selection, use, or maintenance of any equipment or facility or service related to the EVENTS. I consent to the use of my image in photos, video and audio recording, and film, of my participation in all events. I will not enter and race unless I am medically able and properly trained to do so.

**EXPRESS ASSUMPTION OF THE RISK**

3. RELEASING PARTY acknowledges that playing volleyball, running, inline skating, Road and mountain bike racing or riding, triathlons, Duathlons, Swimming, competing and engaging in physical and strenuous activities and/or using equipment and facilities related to these activities are EXTREMELY DANGEROUS, which can result in SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. This agreement also constitutes an express and contractual ASSUMPTION OF ALL RISKS AND DANGERS associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, and natural or manmade objects. The EVENTS will include participants of all skill levels, including both experienced and amateur persons, and RELEASING PARTY expressly assumes the risks associated with mixed and varying skill levels. RELEASING PARTY also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS and that there may be risks and dangers that may result from the NEGLIGENCE of the RELEASEES. This includes the potential NEGLIGENCE in the implementation or enforcement of any rules, regulation or guidelines related to the EVENTS and/or the potential NEGLIGENCE in the selection, use, or maintenance of any equipment or facility or service related to the EVENTS. RELEASING PARTY hereby expressly assumes all such risks and dangers whether presently known or unknown.

**INDEMNITY**

4. RELEASING PARTY agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES from any LIABILITY, including from court costs and attorneys fees, arising out of or related to this agreement or RELEASING PARTY's participation in any way in the EVENTS and/or the RELEASING PARTY's presence upon the premises where the EVENTS are or will be taking place.

5. RELEASING PARTY accepts all terms set forth herein and acknowledge this is the complete agreement between the parties regarding these issues and that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. If any portion of this agreement is held to be invalid or overly broad, the entire agreement will not be invalidated; rather, the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law. This agreement shall be interpreted and enforced under the laws of the State of Florida.

RELEASING PARTY HAS COMPLETELY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.

PARTICIPANT NAME (PRINT) \_\_\_\_\_

PARTICIPANT SIGNATURE \_\_\_\_\_

WAIVER-SIGNED FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST SIGN THE ABOVE AWRL AND COMPLETE THE FOLLOWING SECTION

The Undersigned, (parent/guardian), \_\_\_\_\_ of

\_\_\_\_\_ (minor's name) hereby acknowledges that he or she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor and our executors, administrators, heirs, next of kin, successors and assigns to the term of the foregoing AWRL. I represent that I have the capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL, for any claims make or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act on behalf of the minor in the execution of the foregoing AWRL, or in the execution of this consent. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility

(Medical Provider) to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to any event sanctioned by ESM. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course at attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of my self and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment. NOTE: Parent/Guardian must also sign the AWRL above.

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

**Liability, Photo, Image & Video Usage Agreement:**

STANDARD ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY: PLEASE READ CAREFULLY THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY (AWRL) BEFORE SIGNING. YOU MUST READ AND SIGN LIABILITY WAIVER AND RACE AGREEMENT.

In consideration of the acceptance of my entry in the International Distance Classic Series, I, the Undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assignees, do hereby waive, release, and forever discharge the sponsors of this event including Exclusive Sports Marketing, Inc., any governing body or political subdivision of the state of Florida and its employees, all sponsors and producers of this event, their agents, representatives, successors, assignees from all liabilities, actions, claims, demands, costs and expenses, which I may now or in the future have against them or any of them arising out of or in any way connected with my participation in or the operation of any event in route to or from the event included but is not limited to any claims that are based on any alleged negligence or other action or inaction of the above named parties. In consideration of the acceptance of my entry, the undersigned indemnifies and holds harmless the sponsors of this event including, but not limited to; Vitamin Water, any governing body or political subdivision of the state of Florida and its employees, Exclusive Sports Marketing, Inc., it's officers, directors, partners, agents and employees against all liabilities, claims, damages, and expenses of every kind and nature which grow out of or in any way is connected with the conduct of the organization of the event, including but not limited to any personal and or property damage to participants and spectators.

I attest and verify that to the best of my knowledge my physical condition and fitness are adequate for me to safely compete in a Triathlon, running, skating or swimming event produced by Exclusive Sports Marketing, Inc. No physician or other qualified individual has advised me against competing in any portion of this event.

Any pictures and images taken by the staff photographer and/or employees of Exclusive Sports Marketing, of the International Distance Classic series and or related events are the property of Exclusive Sports Marketing, Inc. and can be used for any promotional pieces produced by Exclusive Sports Marketing, Inc., it's officers, directors, partners, agents and employees.

All pictures, Images and rights therein, including copyright, remain the sole and exclusive property of Exclusive Sports Marketing. Unless otherwise provided herein, grant of rights is not limited from the date hereof

I have read and fully understand the above agreement pertaining to International Distance Classic series and or related events. I will agree to all issues relating to this agreement. Any changes or adjustments must be made in writing and must be agreed to by both parties.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_