



**Details -**

The *PolarBear 5k* is happening this February! First 150 registrants receive a custom race shirt. Every participant receives a \$5 off coupon good towards Tri-Maine events, gear, or apparel. There will be plenty of on-course support including one aid station and refreshments will follow the race. Since weather is variable, please be prepared for cold temps and potentially slippery roads. The PolarBear 5k is part of Portland WinterRush, a citywide celebration of winter.

The first 100 registrants also receive a coveted entry form for the *PolarBear Triathlon* - held on May 8<sup>th</sup>, 2010 - which is limited to 500 entrants and will likely sell out in less than 30 minutes when registration opens in mid February. (Payment for triathlon is separate from 5k registration.)

To learn more about the *PolarBear Triathlon*, visit [www.tri-maine.com](http://www.tri-maine.com).

**Awards -**

Awards will be given to the top three men and women overall, and to the top three men and women in the following age groups - Under-19, 20-29, 30-39, 40-49, 50-59, 60-69, and 70-over.

**Register -**

Sign up at Tri-Maine or Peak Performance Multisport  
Mail forms to:

**Tri-Maine**  
**164 Middle St. Ste. 3,**  
**Portland, ME 04101**

Please do not mail later than February 8<sup>th</sup>

To register online, go to: <http://tinyurl.com/polarbear5k2010>  
Online registration closes February 11<sup>th</sup> at midnight

**Race Day:** Sign up and pick up your race packet Saturday February 13<sup>th</sup> from 7 - 8:30 a.m.

Race starts at 9:00 a.m.

Emergency Weather Line: 221-5420x3

**Entry Fee -**

\$15 *NO REFUNDS*

**To Learn More -**

*PolarBear 5k* -

[www.tri-maine.com](http://www.tri-maine.com), 207-221-5420, [info@tri-maine.com](mailto:info@tri-maine.com)

*Portland WinterRush* -

[www.portlandwinterush.com](http://www.portlandwinterush.com) (updated in January)

**PARTICIPANT INFO - please print**

Name	Gender (circle one)	M	F
Date of Birth (mm/dd/yy) / /	E-Mail	Portland, ME 2.13.10	
Phone			
Address			
City, State, Zip			
Emergency Contact Person, Phone Number & Relation			
T-Shirt Size			
Are you interested in signing up for the PolarBear Triathlon?			

**PAYMENT INFO - circle one**

Cash	Check (payable to Tri-Maine)	Credit Card
CC#	exp. date:	CVV#



# 2010 PolarBear 5k Waiver

## PLEASE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL) BEFORE REGISTERING

I acknowledge that a foot race is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THIS RACE. I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL AND COVENANT NOT TO SUE are being accepted by Tri-Maine DBA WillPower Enterprises, LLC, City of Portland, Maine, Peak Performance Multisport, Portland WinteRush Festival Committee, and the various race sponsors, organizers and administrators in consideration for permitting me to participate in this event.

In consideration for allowing me to participate in this event, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, or on their behalf, like a spouse or child who might seek to recover damages for loss of non-pecuniary interests in a loss of consortium suit. I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the Competitive Rules adopted by this event (b) I AGREE that prior to participating in this event I will inspect the race course, facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the event; (c) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or this event, THE FOLLOWING PERSONS OR ENTITIES: TRI-MAINE/WILLPOWER ENTERPRISES, LLC, CITY OF PORTLAND, MAINE, PEAK PERFORMANCE MULTISPORT, AND OTHER EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTRIES, OR OTHER GOVERNMENTAL BODIES OR LOCATIONS IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY INVOLVED IN THE EXECUTION OF THE EVENT; (d) I ACKNOWLEDGE that there may be traffic or persons on the course route, and I ASSUME THE RISK OF RUNNING IN THIS EVENT under these circumstances. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the condition of the roads, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (c) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (c) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (c) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my Covenant not to Sue; (iii) my breach or failure to abide by any of the Competitive Rules; (iv) any claims brought by individuals suing in their own behalf, including my spouse or child, who might seek to recover damages for loss of non-pecuniary interests for any reason, including loss of consortium due to an injury incurred by me, or (v) any other harm caused by me. I FURTHER GRANT FULL PERMISSION to any and all of the above parties to use my name and/or likeness relating to my participation in this event, as well as use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name, image, or likeness. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions. In the event that any provision of this AWRL and Covenant not to Sue is held to be unenforceable for being unduly broad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended. By completing this event registration, I agree that the statutes and laws of the State of Maine, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, and this Liability Waiver. I agree that exclusive jurisdiction for any dispute with any entity or person involved in this event resides in the courts of the State of Maine and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Maine in connection with any dispute including any claim involving Tri-Maine DBA WillPower Enterprises, LLC, City of Portland, Maine, Peak Performance Multisport, Portland WinteRush Festival Committee, or any other race sponsor, organizer, or administrator.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENT.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For persons under 18 years of age, a parent or legal guardian must sign the above AWRL and Covenant not to Sue and complete the following section.

The undersigned \_\_\_\_\_ (parent/guardian) the parent and natural guardian of \_\_\_\_\_ (minor's name) hereby acknowledges that he/she has executed the foregoing AWRL and Covenant not to Sue 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 administration, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL and Covenant not to Sue. I represent that I have the legal 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 and Covenant not to Sue for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL and Covenant not to Sue or in the execution of this consent and authorization for medical treatment.

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 this event. I authorize any such Medical Provider to perform all procedures deemed medically advisable by the Medical Provider in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of 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 said minor and myself. I acknowledge that no warranty is being made as to the results of any medical treatment.

