

Health Information Election and Release Form

According to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) no health information about any competitors can be released for information purposes without the express permission of the athlete. HIPAA rules came into full effect in April, 2003. We are prohibited by federal law from releasing any information without an athlete's written permission.

- I understand and acknowledge that I am giving permission to provide the information regarding my location, admission to the medical tent, medical condition or, if necessary, transfer to a hospital to my spouse, friend or next of kin. I understand and agree that to provide this information is voluntary.
- I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to Red Rock Company, Red Rock Company International, Red Rock Company staff, Red Rock Company International staff, agents and/or volunteers. I understand that this revocation must be submitted to said staff by 12:01am, April 24, 2010. I understand that this revocation will not apply to information that has already been released in response to this authorization. I understand that my revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at 5:00pm on April 24, 2010.
- I understand that all participants have the right to receive medical treatment by the Red Rock Company International, Red Rock Company Inc., medical staff and volunteers where permitted by law.

Signature _____ Printed Name _____ Date _____

RELEASE AND WAIVER- THIS ENTRY CONTAINS A LIMITATION ON YOUR LEGAL RIGHTS- READ IT

I wish to enter and participate in Rocky Point Las Palomas Triathlon/5k/10k event. I agree with the rules, conditions and regulations of the event and will comply with them. I am aware that races of these distances are extremely difficult and hazardous for even well-conditioned athletes under the most favorable conditions. I am physically fit and sufficiently trained to participate in these endurance events and assume all risks of such participation. The race covers difficult terrain and spans great extremes of altitude and temperature. I have been warned that I should not participate in these events unless: a) I am in excellent physical condition; b) I have previously swam, biked or run endurance races; and c) I have recently had a complete examination, preferably including a stress electrocardiogram, and even if I have, I have been warned that these races require special care. I have also been advised that I may be exposed to physical injury from a number of natural factors, including but not limited to vehicle/pedestrian traffic, lack or overabundance of water, lightning, animals, hazards of vehicular traffic, and those other hazards attendant to riding along or across roadways day or night. I accept responsibility for the condition and adequacy of my equipment. I will compete wearing a helmet that can protect against serious head injury, and assume all responsibility for the condition and selection of such a helmet. I understand and agree that situations may arise during the race, which may be beyond the control of the race officials or organizers, and I must continually ride or run so as to neither endanger myself, nor others. These factors also include, among other things, the fact that I may become injured or incapacitated in a location where it is difficult or impossible for the event's management to get required medical aid to me in time to avoid physical injury or death. Knowing these facts, I nevertheless in consideration of your accepting this entry, hereby for myself, my heirs, executors and administrators, waive, release and discharge Red Rock Company Inc., Red Rock Company International, USA Triathlon, any official sponsor entity, and the officers, directors, shareholders and/or members, agents and employees of each, all medical and other personnel assisting with the races, volunteers or any other persons connected with these race events, their representatives, successors and assigns, from any and all rights, claims or liability for damage for any and all injuries to me or my property, or damage caused by me or by anyone else (including Acts of God), arising out of or in connection with my participation in this event. I further agree that I will defend, indemnify and hold harmless Las Palomas Resort & Golf Community, Red Rock Company, Inc., Red Rock Company International and any official sponsors, and the directors, officers, members and agents of each, against all claims, demands, and causes of action, including court costs and attorneys' fees directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this agreement. This release extends to all claims of every kind and nature whatsoever, whether known or unknown. I grant my irrevocable permission to Las Palomas Resort & Golf Community, Red Rock Company, Inc., Red Rock Company International and any official sponsors, and its authorized agents, to use my name and any photographs, videos, motion pictures, recordings, or any other record of my participation in this event. No entry will be accepted without a signature. Race management reserves the right to refuse any entry. No entry accepted without full payment.

Signature _____ Printed Name _____ Date _____

