

ALL ATHLETES MUST READ AND SIGN. PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL) FOR PURPOSES OF THIS WAIVER AND RELEASE, "EVENT" IS DEFINED AS ALL ACTIVITY ASSOCIATED WITH PARTICIPATION IN THE "IRONGIRL COLUMBIA TRIATHLON" EVENT INCLUDING BUT NOT LIMITED TO A PRE-EVENT SWIM OR ANY PRE OR POST EVENT ACTIVITIES.

Rev Jan 2008

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of USA Triathlon ("USAT") allowing me to participate in any USAT sanctioned event (the "Event" or "Events") as either a member of USAT or through the issuance of a single event license or permit; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USAT, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I hereby affirm that I am eighteen (18) years of age or older, I have read this document, and I understand its content.

Printed name:	<input type="text"/>
Date:	<input type="text"/>
Signature:	<input type="checkbox"/> <I agree>

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), the parent and natural or legal 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 terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for an 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 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 or in the execution of the 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 any event sanctioned by USAT. 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.

NOTE: Parent/Guardian must also sign AWRL above.

Printed Name of Parent/Guardian:	<input type="text"/>
Relationship to minor:	<input type="text"/>
Date:	<input type="text"/>
Signature of parent/guardian:	<input type="checkbox"/> <I agree>