



# City of Santa Fe Triathlon

## Individual Waivers Requires two signatures

**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.**

### 2011 USAT 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.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 Liabilities which any may be incurred as the result of such claim.

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): \_\_\_\_\_ DATE: \_\_\_\_\_

### City of Santa Fe TRIATHLON WAIVER

In consideration of this entry, I, the undersigned, intending to be legally bound, hereby for myself, my heirs, executors and administrators, waive and release any and all right and claims for damages I may have now and in the future against the City of Santa Fe, City of Santa Fe Triathlon, the Genoveva Chavez Community Center, the Santa Fe County, USA Triathlon, and any and all participating sponsors, co-sponsors, agencies, volunteers or individuals and their respective successors, officers, agents, and assigns for any and all injuries, damages, and losses sustained and suffered by me as a result of my or my child's participation in this triathlon. I understand that this release is binding upon my heirs, personal representatives, successors, and assigns. I verify that I am physically fit and have sufficiently trained for competition in this event and my physical condition has been verified by a licensed medical doctor. If, however, as a result of my or my child's participation in this triathlon I require medical attention, I hereby give my consent to authorize the medical personnel of this triathlon to provide such medical care as is deemed necessary by such authorized personnel. I understand that in the event this triathlon cannot be held as scheduled due to an act of God or circumstances beyond control, the triathlon is not liable to refund any money paid by me to participate. Further, I hereby grant full permission to any and all of the foregoing to use photographs, videotapes, motion pictures, recordings, or any other record of this event for any legitimate purpose, and for my contact information to be added to any sponsor mailing lists. I understand that the entry fee is non-refundable, and that the race numbers and timing chips are non-transferable. As a participating athlete, I certify that all information provided in this form is true and complete. I have read the foregoing and certify my agreement by my signature below.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): \_\_\_\_\_ DATE: \_\_\_\_\_