



Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

WARNING: READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE Experience Triathlon Youth Club 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.

In consideration of *Experience Triathlon Youth Club ("ETYC")* allowing me to join ETYC and participate in any ETYC or non-ETYC event ("Event"), the undersigned minor ("Participant") and undersigned parent/guardian ("Responsible Person") hereby agree as follows:

1. The Participant and Responsible Person each enters this Agreement individually and collectively on behalf of themselves and their family members, guardians, heirs, successors, assigns, legal or personal representatives, executors, and administrators.
2. The Participant and Responsible Person hereby represent that the Participant (i) is in good health and in proper physical condition to participate in each and every Event; and (ii) is not and will not be under the influence of alcohol or any illicit or prescription drug which would impair in any way his/her ability to participate safely in any Event. The Participant and Responsible Person agree that it is their sole responsibility to determine whether the Participant is sufficiently fit and healthy to participate in any Event.
3. The Participant and Responsible Person hereby understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, and other multi-sport events, and understand and acknowledge that running, bicycling, swimming, and other portions of any Event are inherently dangerous and represent an extreme test of a person's physical and mental limits. The Participant and Responsible Person understand and acknowledge that participation in any Event 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 ETYC and its members, organizers, agents, employees, and volunteers; dangers related to traveling to and from any Event; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (collectively "Risks"). The Participant and Responsible Person hereby understand and acknowledge that these Risks may be caused in whole or in part by Participant's own actions or inactions, the actions or inactions of others participating in any Event, or the acts, inaction or negligence of the Released Parties defined below. **The Participant and Responsible Person hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses incurred as a result of the Participant's participation in any Event.**
4. The Participant agrees to be familiar with and abide by any rules or regulations established for any Event. The Participant and Responsible Person also accept sole responsibility for the Participant's conduct and actions while participating in any Event, and for the condition and adequacy of the Participant's equipment.

5. **The Participant and Responsible Person hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend, and Hold Harmless ETYC and its members, organizers, agents, employees, and volunteers (individually and collectively “Released Parties”) 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 the Participant’s participation in any Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties.** The Participant and Responsible Person further each agree that if, despite this Agreement, either of them or anyone on either’s behalf makes a claim for Liability against any of the Released Parties, each of them will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.
6. The Participant and Responsible Person hereby consent to the Participant receiving medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during any Event.
7. The Participant and Responsible Person further understand that the Participant’s likeness may be photographed or videotaped before, during, or after an Event, and agree that photo(s), video(s), and/ or other likeness(es) of Participant may be used for any legitimate purpose by the Released Parties without compensation to Participant or Responsible Person.
8. The Participant and Responsible Person hereby warrant that they have read this Agreement carefully, understand its terms and conditions, acknowledge that they will be giving up substantial legal rights by signing it (including the rights of family members, guardians, heirs, successors, assigns, legal or personal representatives, executors, and administrators), acknowledge that they have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for their signatures to serve as confirmation of their 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.

Minor’s signature: _____

Minor’s name (printed): _____

Date: _____

Parent’s/Guardian’s signature: _____

Parent’s/Guardian’s name (printed): _____

Address/City/State: _____

Phone number: _____

Date: _____