

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"), 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 (this "Agreement").

1. **Physical Health.** 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, and will not be under any such influence at the time of the Event, 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. **Compliance with Codes, Policies and Procedures of USAT.** I hereby represent that I have read and agree to strictly comply with the USAT Code of Conduct and all other USAT Policies and Procedures applicable to me, including but not limited to the policies of the U.S. Center for SafeSport, found at <https://www.teamusa.org/USA-Triathlon/USAT-for-Me/Athlete-Resources>.
3. **Assumption of Risk.** 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, sickness and disease (including but not limited to communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, 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 risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims under Section 1542 of the California Civil Code (collectively, "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 and voluntarily choose to 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.**
4. **Consent to Medical Care.** I hereby consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of on-site and other personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.
5. **Compliance with Event Rules and Regulations.** I agree to be familiar with and to 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 understand and agree that the International Triathlon Union (the "ITU") Anti-Doping Rules and U.S. Anti-Doping Agency ("USADA") Protocol for Olympic and Paralympic Movement Testing ("USADA Protocol") and all other policies and rules adopted by the ITU, USADA, and the United States Olympic and Paralympic Committee (the "USOPC") apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA protocol, or to the results management authority of the ITU and/or my national federation, if applicable, or referred by USADA. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
6. **Release from Liability.** I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the ITU, USAT, the Event Owners, Organizers and Promoters, Race Directors, other participants in the sanctioned event, Sponsors, Advertisers, Host Cities, USOPC, 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.
7. **Authorization to Collect and Use Data.** While participating in the Event, I may provide to Event Organizers information such as my name, contact information, age, gender and other demographic, physical, physiological or identifying characteristics specifically requested from me. My participation in the Event is voluntary. By participating in the Event, and giving such data to the Event Organizers, I hereby grant the Event Organizers, or any of them, permission to collect, capture, record and store the data, and grant to each of the Event Organizers a license to use the data for any purposes whatsoever.
8. **Arbitration.** In the event of a dispute between me and any of the Released Parties, such dispute shall be settled by arbitration administered by the Court of Arbitration for Sport. The hearing shall be conducted in Colorado Springs, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

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

