



**TRIUTAH LLC ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL)**

**ALL ATHLETES MUST READ AND AGREE TO THE WAIVER---THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL). YOU MUST AGREE THAT YOU ARE COMPLETING YOUR OWN APPLICATION. READ CAREFULLY BEFORE CHECKING THE AGREEMENT BOX. YOUR APPLICATION NOT BE PROCESSED UNLESS YOU AGREE TO THE WAIVER.**

I acknowledge that the sport of triathlon is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN Triathlon EVENTS. I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by TRIUTAH LLC in consideration for allowing me to participate in the TRIUTAH LLC event and are being relied upon by TRIUTAH LLC, the Host City, various race sponsors, organizers and administrators in permitting me to participate in the TRIUTAH LLC event. In consideration for allowing me to participate in the TRIUTAH LLC, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE that prior to participating in an event I will inspect the race course, facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the event; (b) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or from the TRIUTAH LLC. The following persons or entities:

TRIUTAH LLC, Its race directors, officers, heirs, assigns administrators, representatives, and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives an successors, and other persons, for any claim arising out of an injury to me (or my child) and form any and all claims, causes of action, obligations, lawsuits, charges complaints, contracts, controversies, covenants, agreements, promises, damages, unknown, arising out of or connected with my (or my child's) participation in TRIUTAH LLC LLC events.

**EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; (d) I ACKNOWLEDGE THAT THERE MAY BE TRAFFIC OR PERSONS ON THE COURSE ROUTE, AND I ASSUME THE RISK OF Triathlon, AND PARTICIPATING IN ANY OTHER EVENT PRODUCED BY TRIUTAH LLC LLC. Under these circumstances. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in the TRIUTAH LLC, including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, rain, humidity, or any other acts of God. Defective equipment, the condition of the roads, water hazards, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; I also acknowledge that rain can make it near impossible to host the event due to the foam component makes certain weather conditions impossible for the event to take place and that there are no refunds for canceled or rescheduled events due to acts of God. I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (b) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (b) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (b) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted; (iv) any other harm caused by me; or (v) any other harm caused by an occurrence related to the TRIUTAH LLC. I FURTHER GRANT PERMISSION for the use of my name and/or likeness relating to my participation in the TRIUTAH LLC, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness. I HERE AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.**

**IMPORTANT: All participants must show a current valid photo ID to receive their race bag .**

Athlete Signature (Parent or Legal Guardian if athlete is a minor) Minor printed name

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, sickness and 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 ("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 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 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 Owners, Organizers and Promoters, Race Directors, other participants in the sanctioned event, Sponsors, Advertisers, Host Cities, United States Olympic Committee (USOC), 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.
5. All matters contained within this waiver shall be governed by and construed in accordance with the substantive laws of the State of Colorado.

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.

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

### Parental Consent (required if the participant is less than 18 years of age)

***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 on behalf of the minor 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.***

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_