

## 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 .

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