



ADVENTURE TRIATHLON ASSUMPTION OF RISK AND RELEASE OF LIABILITY

NOTICE: This release form is a contract with legal consequences. READ THIS CAREFULLY BEFORE SIGNING. I hereby freely and voluntarily agree to the following representations, waivers and agreements.

1. I know and understand that the Adventure Triathlon carries significant risks of serious personal injury, death and property damage. I also know and understand that while participating in this event I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities of others may cause property damage or bodily injury including severe or fatal injuries to myself or others.
2. I agree that I alone am responsible for: (a) my proper preparation and safety while participating in the adventure triathlon.(b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in the race. I also represent that I have no physical or medical condition, which in my knowledge would endanger myself or others, while I participate in the Adventure Triathlon. Being fully aware of the risks, conditions and hazards associated with this event, I HEREBY ACKNOWLEDGE that the Adventure Triathlon, its directors, committee members, volunteers, sponsors, and any other affiliated individuals and/or entities are not in any way responsible for my safety while participating in this organized race and event activities. I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE for myself, my heirs, executors, administrators, legal representatives, assignees and successors an interest in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in the Adventure Triathlon race against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the event, course, and any equipment utilized by me without regard to whether such equipment is specified or recommended by such persons or entities identified above.
3. I further agree to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above from any and all liability for death, personal injury or property damage resulting in any way from my participating in the Adventure Triathlon of any kind. I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding; and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

(over)

4. I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the Event without compensation or further notice, and I agree to assign all copyright or other interests therein to The Adventure Triathlon.

I acknowledge that I am 18 years of age or older, or the legal guardian of the child, and that I have read and understand the contents of this document.

Parent or Guardian Name

Date _____

Last Name: _____

First Name: _____

Date of Birth: _____ Age: _____

Medical Insurance: _____

Medical Allergies _____