

WAIVER OF LIABILITY

CLUB MEMBERSHIP AND PARTICIPATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

As part of joining membership of and / or participating in training programs and / or events of Triathlon Club Nireas ("The Club"), I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following, Club Membership and Participation Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE CLUB ACTIVITIES. I acknowledge that running, bicycling, swimming, and/or other activities associated with the Club ("Club Activities") are inherently dangerous and are can be an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss.
2. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Club Activities, which I elect to enter. I certify that I have not been advised against participation in the Club Activities by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Club Activities, or would interfere with my ability to safely participate in the Club Activities. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Club Activities.
3. I WAIVE, RELEASE, AND FOREVER DISCHARGE the Club, the Club Administrative Committee, The Club Coaches, Other Club Members / Prospective members an all other persons or entities involved with the Club (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.
4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY ACCEPT THIS AGREEMENT.

NAME: SIGNATURE

DATE