

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ROCKSTEADY TRIATHLON CLUB 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 the RockSteady Junior Triathlon Club and its coach(es), administrators, volunteers (hereafter the "Club") allowing me to participate in the Club's activities, either as an athlete or in any other capacity, official or unofficial: I, for myself and/or 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 make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (hereafter the "Agreement").

1. I hereby represent that (i) I, and/or the minor on behalf of whom I am accepting responsibility (hereafter "minor(s)") am in good health and in proper physical condition to participate in the Club; and (ii) I, and the minor(s), are 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 Club. I agree that it is my sole responsibility on my own behalf and the minor(s) to determine whether I and/or the minor(s) are sufficiently fit and healthy enough to participate in the Club.
2. I understand and acknowledge the physical and mental rigors associated with triathlon, or other multi-sport events and training, and realize that running, bicycling, swimming and other portions of the Club activities 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, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other athletes, 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; athletes of varying skill levels; situations beyond the immediate control of the Club, coach(es) or event organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (hereafter "Risks"). I understand that these Risks may be caused in whole or in part by my own actions and or those of the minor(s), the actions or inactions of others, 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 or the minor(s) participation in the Club.
3. I agree to be familiar with and abide by the Rules and Regulations communicated by coach(es), and/or established for any Triathlon training or 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 accept sole responsibility for myself and the minor(s) condition and adequacy of equipment while participating in the RockSteady Triathlon Club.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USAT, RockSteady Triathlon Club, Coaches, Administrators, Directors, Clovis Unified School District, Club Organizers and Promoters, Sponsors, Advertisers, Host Training Facilities, Local Organizing Committees, Venues and Property Owners upon which the Club activities or Events take place, Law Enforcement Agencies and other Public Entities providing support for the Club, 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", 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 or any kind or nature (hereafter "Liability") which may arise out of, result from, or relate to my and/or the minor(s) participation in the Club, 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, the minor(s), 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 may be incurred as the result of such claim.

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement
RockSteady Junior Triathlon Club

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(s), my spouse, children, parents, guardians, heirs and next or 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.

CONSENT FOR EMERGENCY MEDICAL TREATMENT

I, the undersigned parent or legal guardian of the child indicated above, a minor, do hereby authorize RockSteady Junior Triathlon Club personnel to obtain medical treatment or supervision deemed necessary for my child. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required. It is understood every effort shall be made to contact the undersigned prior to rendering treatment, but treatment will not be withheld if the undersigned cannot be reached.

PARENT SIGNATURE: _____ Date: _____

Video and Photographic Release

I hereby represent that (i) I, and/or the minor on behalf of whom I am accepting responsibility (hereafter "minor(s)") **DO** or **DO NOT** give my permission for RockSteady Junior Triathlon Club to photograph, video and/or audio record for media use and publications.

I **DO** or **DO NOT** give my permission for the reproduction, sale, copyright, exhibition, broadcast, transfer to other mediums and/or distribution of said photograph, audio or video, in whole or in part without limitation.

Your Name: _____

Your Signature: _____

Minor(s) Name(s): _____

Relationship: _____

Date: _____