

Seattle Green Lake Triathlon Group

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in any Seattle Green Lake Triathlon Group event ("Activity") at any time, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to all of my participation in all Seattle Green Lake Triathlon Group events, classes and daily rides:

1. I ACKNOWLEDGE that a triathlon /multi-sport event is an extreme test of a person's physical and mental limits and carries with it a potential for death, serious injury and possible loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN TRIATHLON/MULTI-SPORT TRAINING AND COMPETITION. I certify that I am physically fit and have sufficiently trained for participation in triathlon/multi-sport events and have not been advised against participation by a qualified health professional. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation ,or that of the minor, in any Activity.
3. I HEREBY CONSENT to emergency medical treatment if I am injured while participating in an Activity.
4. I FULLY UNDERSTAND that it is not the function of the event leaders (if an Activity has event leaders) to serve as guardians of my safety. I recognize that the route(s) and activities chosen may be challenging, not necessarily the safest or easiest route(s) and that weather, road or traffic conditions may make a ride more difficult. Seattle Green Lake Triathlon Group reserves the right to remove any participant who is deemed to be endangering himself/herself or others or is riding illegally as defined by Washington State traffic law. Notwithstanding this clause, Seattle Green Lake Triathlon Group is not responsible for cyclists not removed from the Activity for any of these reasons and this clause shall in no way supersede, exempt participants from, or otherwise nullify any other clause in this Waiver & Release.
5. I GIVE PERMISSION to Seattle Green Lake Triathlon Group to use my image without payment in any future Seattle Green Lake Triathlon Group materials should it appear in photos taken during an Activity.
6. This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives and assigns. Any legal action that may arise from my participation in any Activity will be brought in King County Superior Court in Washington State. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.
7. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.
8. I ACKNOWLEDGE THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE

GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

EVENT DATE: _____ **EVENT:** _____

NAME (PRINT): _____ Signature: _____

CELL: _____ Emergency Contact (NAME/PHONE): _____

NAME (PRINT): _____ Signature: _____

CELL: _____ Emergency Contact (NAME/PHONE): _____

NAME (PRINT): _____ Signature: _____

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