

**USA TRIATHLON VOLUNTEER CONSENT, RELEASE & WAIVER OF LIABILITY**

(VW102804)

In consideration of being permitted to assist / volunteer at the Encinitas races on May 14<sup>th</sup> & 15<sup>th</sup>, 2011, I hereby agree as follows:

1. I volunteer to assist in the activities related to the Event. I understand that my assisting / volunteering may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Event, condition of the premises, weather conditions, or condition of any of the equipment used in the Event. There may also be other risks not known or not reasonably foreseeable.
2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.
3. I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, or volunteering in the Event, including travel en route to and from the Event. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING.
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 and HOLD HARMLESS the Released Parties 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, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.
5. 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 USA Triathlon.
6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.
7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Read and Agreed to by:**

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Print Name of Volunteer Date Signed

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Signature of Volunteer

**If Volunteer is under 18 years of age, the signature of volunteer's parent / guardian is required. Parent / Guardian's signature shall constitute consent to the terms contained herein on behalf of Minor:**

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Print Name of Parent / Guardian Date Signed

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Signature of Parent / Guardian