

BETHLEHEM TRIATHLON CLUB

Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

I, the undersigned participant and the parent or legal guardian of a minor participant named below, hereby agree and make the following acknowledgments and representations pursuant to this Agreement:

I. **Participation.** I elect to participate as a member of the Bethlehem Triathlon Club (hereinafter the "Club"). I hereby represent that (i) I am in good health and in proper physical condition to participate with the Club; and (ii) I will not be under the influence of alcohol or any illicit or prescription drugs that will impair my ability to safely participate in Club related activities. Club related activities include, but are not limited to, triathlons, duathlons, open water swims, pool swims, strength training classes, yoga classes, runs, bicycle rides, cross-training, and Club sanctioned events (hereinafter "Club Activities").

II. **Assumption of Risk.** I understand that there are certain risks and hazards involved in Club Activities, which include hazards associated with weather conditions, playing conditions (including water conditions and road conditions), vehicle traffic, and collisions with stationary objects, all of which can cause serious injury or death to me, other members, and participants. I also understand and acknowledge that participation in triathlon, duathlon, running, swimming, cycling, strength training, cross training, and yoga involves risk and danger which includes, but is not limited to, the potential for damages for personal or bodily injury, disability, death, loss or damage to person or property, sickness, disease, paralysis, drowning, and exposure to extreme conditions (hereinafter the "Risks"). I understand that the Risks may be caused in whole or in part by the environment, "Acts of God," and the action, inaction, or negligence of: myself, non-participants, Club participants, or the Released Parties (defined below). I hereby expressly and voluntarily choose to assume all such Risks and responsibility for any damages, liabilities, losses, or expenses I incur as a result of my participation with the Club (including open water swims, bicycle rides, runs, strength training, yoga, triathlons, and any activities arranged for by my Club for practice or play).

III. **Release from Liability.** I agree that, in consideration for the right to participate as a member of the Club, I release, discharge, and agree not to sue the Club, their Board of Directors, members, officers, agents, servants, associations, or employees (hereinafter

“Released Parties”) for any claim, damages, costs, or cause of action that I have, or may have, as a result of injuries or damages sustained or incurred by me as a result of my participation with the Club. This includes, but is not limited to, the negligence, breach of contract, or wrongful conduct of the parties that arises out of Club Activities. I further agree that I shall hold harmless and fully indemnify the parties hereby released from any claims, damages, costs (including attorneys’ fees) if I, or anyone on my behalf, makes a claim for liability against any of the Released Parties.

IV. Acknowledgment for Minor Child (initial here if applicable_____). I am the parent or legal guardian of the below-named participant, and I agree that the participant may join and participate with the Club in all Club Activities. On behalf of myself and the minor participant, I hereby irrevocably and unconditionally (i) agree to all of the terms set forth above in subsections I, II, and III of this Agreement, which I fully incorporate herein, and (ii) authorize the Club or any of its designees to arrange or any necessary medical treatment for the minor participant if the need arises.

V. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS AGREEMENT, AND AGREE TO ABIDE BY THEM.

Dated:

Name of Participant

Name of Parent of Legal Guardian (if applicable)

Name of Minor Child (if applicable)