
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Warning

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully. This is a binding legal agreement.

IN CONSIDERATION of the acceptance of my registration and participation in triathlon, duathlon and multisport races, training activities and events organized and approved by the Toronto Triathlon Club ("TTC"), I the undersigned acknowledge and agree to the following terms:

DESCRIPTION OF RISKS

In consideration of my participation in triathlons, duathlons, multisport and TTC sponsored/sanctioned events, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such triathlons, duathlons, and multisport events. The risks and hazards include, but are not limited to, injuries from:

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| a) Swimming, biking and running; | i) Falling or colliding with the ground, walls, stands, equipment or with other participants; |
| b) Executing strenuous and demanding physical techniques; | j) Falling due to uneven or irregular terrain or surfaces; |
| c) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements, quick turns and stops; | k) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; |
| d) Exerting and stretching various muscle groups; | l) Contact or being struck by other participants, spectators, equipment or vehicles; |
| e) Entering the water by either diving or jumping; | m) Spinal cord injuries which may render me permanently paralyzed; |
| f) Extended time in water and underwater; | n) Travel to and from competitive events and associated non-competitive events which are an integral part of the TTC's races, activities and events. |
| g) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia; | |
| h) Mounting, dismounting or falling off a bicycle; | |

Furthermore, I am aware:

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| a) That injuries sustained can be severe; | d) That my risk of injury is reduced if I follow all rules established for participation and competition; and |
| b) That I may experience anxiety while challenging myself during the triathlons, duathlons and multisport events; | e) That my risk of injury increases as I become fatigued. |
| c) That I may come into close contact with other participants; | |

RELEASE OF LIABILITY AND DISCLAIMER

In consideration of the TTC allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor within the past twelve months and I am medically cleared to participate;
- b) To assume all risks arising out of, associated with or related to my participation and am fully aware of the nature of these risks including personal injury, death, property damage expense and related loss, including loss of income;
- c) To be solely responsible for any injury, death, loss, including loss of income or damage that I might sustain while participating;
- d) To RELEASE, DISCHARGE, SAVE HARMLESS AND INDEMNIFY THE TTC, and its respective directors, officers, committee members, members, employees, coaches, volunteers, officials, judges, participants, sponsors, facilities where the activity occurs, agents and representatives from any and all liability, for any and all claims, demands, actions, judgments, executions and costs that might arise out of my participating, even though any such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by any manner whatsoever, including but not limited to, the negligence, breach of contract or breach of any statutory duty of care of the TTC.

ACKNOWLEDGEMENT

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

 Signature

 Date

 Print Name