



Northern Colorado Triathlon Club Liability and Publicity Waiver

I HEREBY ASSUME THE RISKS OF PARTICIPATING IN ALL NORTHERN COLORADO TRIATHLON CLUB ("CLUB") FUNCTIONS OF ANY KIND. I acknowledge that triathlons and Club events are 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 loss of life. I certify that I am in good health and I am physically fit; I have sufficiently trained for participation in such events and have not been advised otherwise by qualified medical personnel; and I suffer from no physical impairment that would limit my participation in any Club athletic or social function. I acknowledge that my statements on this Waiver and Release from Liability are being accepted by the Club and are being relied on by the Club and its organizers and administrators in permitting me to participate in any organized Club functions. In consideration for allowing me to become a Club member and allowing me to participate in organized Club functions, I hereby irrevocably take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:

a) I AGREE to abide by the Competitive Rules adopted by USA Triathlon, including the Doping Control Rules, as they may be amended from time to time, and I acknowledge that my Club membership may be revoked or suspended for violation of the Competitive Rules;

b) I WAIVE, RELEASE, AND DISCHARGE from any and all claims or liabilities for death, personal injury, property damage, theft, damages, or loss of any kind, which arise out of or relate to my membership in the Club, my participation in, or my traveling to and from any Club athletic or social function, THE FOLLOWING PERSONS OR ENTITIES: Club members, Club sponsors, Club attorneys, volunteers, USA Triathlon, and the officers, directors, employees, representatives and agents of any of the above;

c) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and

d) I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the persons or entities mentioned above from all damages, costs, and expenses of any kind including attorney fees that arise from or are related to my membership in the Club, my participation in, or my traveling to and from any Club athletic or social function.

By signing below, I hereby authorize the Northern Colorado Triathlon Club to include my name in any marketing materials including newsletters, media kits, advertising and the website. I also grant the Club express permission to use photographs of myself in Club newsletters, the Club website, social media sites (i.e. Facebook, Twitter, etc.), or promotional materials and for submissions to newspaper articles and to Club sponsors. In the event of any dispute arising hereunder, the same shall be submitted to a Court of competent jurisdiction in Colorado, and in all events the laws of the State of Colorado shall govern this agreement.

I understand that by registering electronically, I accept and agree to the waiver and release agreement presented in the online registration and that this document includes a release of liability and waiver of legal rights that deprive me of the right to sue certain parties. By agreeing electronically, I acknowledge that I have read and understand the release agreement presented to me as part of the online registration process.

UNDERSIGNED HAS CAREFULLY READ THIS WAIVER, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signature_____Date_____

If under 18, a parent or legal guardian signature is required. The undersigned parent or legal guardian acknowledges that he/she is signing this Waiver on behalf of a Minor and that Minor shall be bound by all the terms of this Waiver. If, despite this Agreement, I, or anyone on the Minor's behalf, makes a claim for liability against any of the Releases Parties, I will indemnify, defend and hold harmless each of the Releases Parties from any such Liabilities which may be incurred as the result of such claim.