

RELEASE, COVENANT NOT TO SUE, AND WAIVER

IN CONSIDERATION of being permitted to participate in any way in any event associated with TRiKC at any time during the current calendar year, including but not limited to time trial events, I, for myself, my personal representatives, assigns, heirs, and next of kin: 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. 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. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH.

I acknowledge that the TRiKC activities and events, as well as triathlon, multi-sports, and cycling, swimming, and running (all hereinafter referred to as triathlon) are extreme tests of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. I understand that triathlon and exercise is a potentially dangerous activity. I represent that I am medically able and properly trained. I will not continue if I feel over exerted. I hereby assume the risks of participating in triathlon events. I certify that I am physically fit and have sufficiently trained for participation in this event(s), and have not been advised against participation by a health professional. I acknowledge that my statements are being accepted by the TRiKC Triathlon Club LLC (TRiKC), in consideration for allowing me to become a participant in the triathlon events and are being relied upon by TRiKC, the directors, the coaches, and the various sponsors, organizers and administrators in permitting me to participate. In consideration for allowing me to enroll in the time trials, allowing me to participate in TRiKC events, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, for anyone else who might claim or sue on my behalf and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the TRiKC rules and the Competitive Rules adopted by USA Triathlon, including the Medical Control Rules as they may be amended from time to time, and I acknowledge that my membership may be revoked or suspended for violation of the Competitive Rules; (b) I AGREE that prior to participating in an event I will inspect the course, facilities, equipment and areas to be used and if I believe they are unsafe I will immediately advise the person supervising the event activity, facility, or area, and will not thereafter participate; (c) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or my traveling to and from a TRiKC event or time trial, THE FOLLOWING PERSONS OR ENTITIES: TRiKC Triathlon Club LLC, TRiKC Triathlon Club members, TRiKC Triathlon Club Board of Directors and Officers, all affiliates and associates of TRiKC, the coaches

and administrators, and those affiliated therewith, and all volunteers and employees of any of the above, USA TRIATHLON, EVENT SPONSORS, EVENT AND RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTIES, OR LOCALITIES IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; (d) I ACKNOWLEDGE that there may be traffic or persons ON THE course route, and I ASSUME THE RISK OF RUNNING, BIKING, SWIMMING OR PARTICIPATING IN ANY TRiKC EVENT including those SANCTIONED BY USA TRIATHLON. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in TRiKC events including but not limited to falls, contact and/or effects with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed by spectators or volunteers. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph (c) or of other persons entities; (e) I AGREE NOT TO SUE any of the persons or entities mentioned above in paragraph (c) from any and all claims made or liabilities that I have waived, released, or discharged herein; (f) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in paragraph (c) from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions (ii) the actions, inactions or negligence of others including those parties hereby indemnified (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted (iv) the Competitive Rules or (v) any other harm caused by an occurrence related to a TRiKC event and; (g) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in a TRiKC event and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. If I am NOT eighteen (18) years of age, my parent or guardian is affirming my membership with TRiKC. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforce ability of any remaining provisions.

By becoming a member of TRiKC, I affirm that I agree to all of the above terms and conditions.