

Delaware Swim & Fitness Tri-Dawgs Membership Waiver and Indemnity Agreement

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this WAIVER AND INDEMNITY AGREEMENT by paying for a membership to the Delaware Swim & Fitness Tri-Dawgs and that these statements are being accepted by the Delaware Swim & Fitness Tri-Dawgs in consideration for allowing me to become a member of Delaware Swim & Fitness Tri-Dawgs; and I further understand and acknowledge that my statements are being relied upon by Delaware Swim & Fitness Tri-Dawgs, race sponsors, organizers, administrators, volunteers, and other parties defined below as "Released Parties."

1. I acknowledge that a triathlon, duathlon or other multi-sport race, workout or clinic (herein "event") are extreme tests of a person's physical or mental limits and carry with it the potential for death, serious injury or property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in an event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any event, or would interfere with my ability to safely participate in any event. I understand the dangers associated with the consumption of alcohol or drugs before, during or after any event and I recognize that consumption of alcohol or drugs might impair my judgment and / or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol or drugs.

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 Delaware Swim & Fitness Tri-Dawgs, all event sponsors, event producers, event staff, administrators, officials, contractors, vendors, organizers, volunteers, all other persons involved with any event, states, cities, and other governmental bodies and locations in which an event or portions of an event may take place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively "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 participation in, or my traveling to or from, any Delaware Swim & Fitness Tri-Dawgs affiliated event, including but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims related 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 acknowledge and ASSUME ALL OF THE RISKS and aspects of an event. I acknowledge that running, bicycling, swimming or other portions of events are inherently dangerous and I understand that I will be participating in events at my own risk, that I am responsible for the risk or participation in these events, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in an event. I further understand that any injury or damages incurred may be the result of negligence, omission, or carelessness by Released Parties.

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 attorney's fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach of failure to abide by any part of this Waiver Agreement and my actions or inactions which may cause injury or damage to any other person.

5. I further agree that all disputes regarding the interpretation and scope of this Waiver and Indemnity Agreement shall be decided by the laws of the state of Delaware and will be subject to mandatory arbitration conducted by an arbitrator chosen by the Released Party. I also agree that if I initiate such arbitration proceeding and the arbitrator renders a decision in favor of the Released Party, I will be liable for all costs and attorney fees attributable to the arbitration.

6. 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.