

# Assumption of Risk, Waiver of Liability, and Indemnification Agreement

CAL TRI Events, Inc., a California corporation ("CAL TRI"), is a non-profit organization that sponsors running, swimming, and bicycling races and associated activities for its members and for interested members of the general public for the purpose of promoting public health and wellness. Activities and races focus on the traditional triathlon events of running, swimming, and bicycling – some including all three activities, some two, and some, only one.

Although there are many benefits to CAL TRI activities and races, it is very important that the **PARTICIPANT/PARENT** (which refers to either an ADULT Participant, **OR** a MINOR Participant and his/her PARENTS/GUARDIANS) understands that all physical activities include some inherent risks of injury; these inherent risks cannot be eliminated regardless of the care taken to avoid injuries. Some examples of these inherent activity risks in **running events** include, but are not limited to, overexertion, heat related illness, slip & falls; trips on objects; collisions with other competitors, falls on pavement, and vehicle traffic on streets. Inherent risks in **swimming events** include, but are not limited to, overexertion, being caught in a current, getting cramps, being in deeper water than expected, being in murky water, turbulence, becoming chilled, encountering animals, and drowning. Inherent risks of **bicycling events** include, but are not limited to, heat related illness, falls, collisions with competitors or with moving or parked vehicles, being struck by a competitor's bicycle or a motor vehicle, and bicycle malfunction. Other inherent risks include those related to nature including, but are not limited to, inclement weather (e.g. rain, snow, winds, lightning, sudden thunderstorm, extreme heat or cold); encountering insects or wild animals; variation in types of terrain; and risk of disease, including communicable diseases such as COVID-19, influenza, and other viral or bacterial infections. Risks related to **participant and co-participants** include, but are not limited to, erratic, careless, or negligent actions of co-participants or participant; errors of judgment or lack of attention of participant or co-participant. Risks related to **CAL TRI personnel** include, temporary distraction or inattention in monitoring the event, failure to anticipate a potential problem or correctable hazard, and other errors in judgment.

CAL TRI believes that it is important that the PARTICIPANT/PARENT understands that three kinds of injuries can occur: 1) common minor bodily injuries such as scratches, bruises, minor cuts, muscle pulls, muscle soreness, and sprains; 2) occasional major bodily injuries, including, but not limited to, shoulder pain, runner's knee, swimmer's knee, ankle, knee, and other joint injuries (e.g., tendon, ligament); broken bones; concussions, tendonitis, stress fractures); and 3) rare catastrophic bodily injuries including, but not limited to, injuries resulting in permanent disability, paralysis, heart attacks, and death.

As with many life activities, participation in a CAL TRI race or activity involves making judgments about whether, in your particular situation, the benefits of participating outweigh the risks described. Only a PARTICIPANT/PARENT can make this judgment for themselves as an ADULT PARTICIPANT or their child as a MINOR PARTICIPANT. The purpose of this form is to highlight for you some of the risks involved, and to record your judgment that having considered these and other risks, you wish to participate.

**ASSUMPTION OF INHERENT RISKS:** I have read the above warning regarding the nature of CAL TRI activities and races and some of their associated risks. I affirm that 1) I understand the demands of the activities and races relative to my physical condition and skill level, 2) I understand the types of injuries that may occur as a result of CAL TRI activities and races and 3) I understand their potential impact on my well-being, lifestyle, and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks, both known and unknown.**  
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**WAIVER OF LIABILITY FOR NEGLIGENCE:** In consideration of permission for myself and/or MINOR PARTICIPANT to participate in CAL TRI activities and services today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or my MINOR PARTICIPANT [hereafter referred to as **Releasing Parties**] **do hereby release, waive, discharge, and covenant not to sue CAL TRI**, its owners, directors, officers, employees, members, volunteers, independent contractors, owners of parks or other sites used for activities or races, equipment providers, and agents, [hereafter referred to as **Protected Parties**] from liability **from any and all claims arising from 1) the NEGLIGENCE** of CAL TRI or other **Protected Parties** and/or **arising from 2) the presence of myself and/or MINOR PARTICIPANT** on the premises used by CAL TRI for activities or races.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, any/all of the following:

- Communicable illnesses (including COVID-19, influenza, and other viral or bacterial infections; personal injury (including death), and/or economic loss to the PARTICIPANT/PARENT arising from participation in CAL TRI activities or races (including, but not limited to, clinics, camps, programs, events and while at the site of such activities or races).
  - Any and all claims resulting from the damage to, loss of, or theft of property.
  - The release of CAL TRI from any claims and rights that I and/or MINOR PARTICIPANT 1) now have against CAL TRI and/or 2) may have in the future against CAL TRI.
- \*\*\*\*\*

**INDEMNIFICATION AGREEMENT:** I, the PARTICIPANT/PARENT, **agree to hold harmless, defend, and indemnify CAL TRI** and **Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses)

- From any and all claims of the **Releasing Parties** arising from an injury or loss by PARTICIPANT/PARENT due to participation or presence at CAL TRI races and activities (including claims arising from the **inherent risks** of CAL TRI races activities or from the **NEGLIGENCE** of CAL TRI or **Protected Parties**,
- I further agree to hold harmless, defend, and indemnify CAL TRI and **Protected Parties** against any and all claims of co-participants,

rescuers, and others arising from the conduct of the PARTICIPANT/PARENT while participating or present on the premises utilized for CAL TRI races or activities.

### Clarifying

### Clauses:

- I also understand that if, in spite of this agreement, legal action is brought, either the appropriate trial court in Rockbridge County, Virginia or the United States District Court for the Western District of Virginia in Roanoke has the sole and exclusive jurisdiction over any such legal action. No other court or tribunal is permissible. I agree that the Courts described shall have jurisdiction over me, and to hear my case. To the greatest extent permitted by law, only the substantive laws of the Commonwealth of Virginia shall apply. I understand that the headquarters of CAL TRI is located in Lexington, Virginia, so that the forums selected bear a reasonable relation to the subject matter of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement.
- I, the PARTICIPANT/PARENT, understand that this is the sole agreement between myself and CAL TRI and that it **cannot be modified or changed** in any way by representations or statements by any agent or employee of CAL TRI.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by applicable law and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- The acknowledgements, waivers, releases, assumptions of risk, indemnification obligations, and other provisions of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement apply both to the specific event for which I am registering when I execute it, **as well as** any subsequent event to which my registration is transferred if I am unable to participate in the initial event, **as well as** any future event of CAL TRI or an affiliated organization in which I participate, whether or not I execute a new Assumption of Risk, Waiver of Liability, and Indemnification Agreement for any such subsequent event.
- I understand that if I do not execute this Agreement, I will not be able to participate in CAL TRI races or activities.

### Agreements, Acknowledgements, and Assertions:

Rules and Actions for Participant Safety (Parent certifies for his/her minor child)  
I, the PARTICIPANT/PARENT, ...

- Acknowledge that CAL TRI races and activities can be strenuous and include the **risk of serious injury**.
- Acknowledge that CAL TRI urges participants to get **medical clearance** prior to participation.
- Affirm that participant has **no health problems** that would make participation in CAL TRI races or activities unwise.
- Authorize CAL TRI to **secure emergency medical care**, transportation (i.e., EMS), administer CPR/AED when deemed necessary by CAL TRI; and agree to **assume all costs** of emergency medical care and emergency transportation.
- Acknowledge that it is the participant's **duty to inform staff and cease exercise** immediately in the event of unusual discomfort (e.g., faintness, shortness of breath, dizziness, high anxiety, chest pains).

Safety I, the PARTICIPANT/PARENT, ...

- Know the participant is **responsible for his/her own safety** and must decide if any activity seems to be unsafe or too risky.
- Affirm participant has a **duty to immediately report** 1) any unsafe action by a co-participant or 2) any dangerous condition.

Injury I, the PARTICIPANT/PARENT, ...

- Affirm that participant agrees to **report all injuries**, whether minor, major, or catastrophic, to CAL TRI before leaving the facility.

Conduct, the PARTICIPANT/PARENT, ...

- Agree to **abide by all policies**, rules, and regulations of CAL TRI, and the instructions of CAL TRI personnel on the day of the race or activity.
- Understand CAL TRI may **terminate my participation** in the activity or race if my actions could be harmful to myself or others.

Photo/Video Release I, the PARTICIPANT/PARENT, ...

- Authorize the **use of photos or videos** of participant in print or electronic marketing, advertising, web, & social media.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I, the PARTICIPANT/PARENT, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. **I understand that I am giving up substantial rights that might belong to me and/or the MINOR PARTICIPANT** including:

1) My right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at CAL TRI races and activities;

2) My right as a parent to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at CAL TRI races and activities; and

3) The right of the MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at CAL TRI races and activities.

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of CAL TRI and the other Protected Parties from all liability to myself, and/or the MINOR PARTICIPANT** due to 1)

**negligence** by CAL TRI and the other *Protected Parties* or to 2) the **inherent risks** of CAL TRI races and activities, to the greatest extent allowed by applicable law.

*Further, I, the RESPONSIBLE ADULT, assert that in connection with any MINOR PARTICIPANT 1) I have explained the inherent risks to the MINOR PARTICIPANT; 2) he or she understands this Agreement; and 3) the parent and minor participant knowingly accept and assume the inherent risks of CAL TRI races and activities.*

## **ADULT PARTICIPANT**

\_\_\_\_\_  
Name Date

## **IF PARTICIPANT IS A MINOR, PARENT/GUARDIAN MUST SIGN BELOW**

\_\_\_\_\_  
Name (Parent/Guardian #1) Date

\_\_\_\_\_  
Name (Parent/Guardian #2) Date

\_\_\_\_\_  
Name of **Minor** Participant Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_