

I acknowledge that the TRiKC Big Spin™ Sessions and eTri Training, 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 (TRiKC), The Jewish Community Center of Kansas Center, 19 Degrees Triathlon Coaching, Donald Herron, Jan Schmidt, and Blue Bicycle Health and Fitness (BBHF) in consideration for allowing me to become a participant in the Big Spin Sessions and/or eTri Training, and are being relied upon by TRiKC, The Jewish Community Center of Kansas Center, 19 Degrees Triathlon Coaching, Donald Herron, Jan Schmidt, and BBHF, the coaches, and the various sponsors, organizers and administrators in permitting me to participate in the training and/or Sessions. In consideration for allowing me to enroll in the Big Spin™ Sessions and/or eTri Training, 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; (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, THE FOLLOWING PERSONS OR ENTITIES: TRiKC Triathlon Club, TRiKC Triathlon Club members, TRiKC Triathlon Club Board of Directors and Officers, Donald Herron, Jan Schmidt, The Jewish Community Center of Kansas Center, 19 Degrees Triathlon Training, their coaches and administrators, Blue Bicycle Health and Fitness and its employees, USA TRIATHLON, EVENT SPONSORS, EVENT AND RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTRIES, 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.