

THE YOUR TRIATHLON RELEASE AND WAIVER

IMPORTANT: READ THIS ENTIRE DOCUMENT

I on behalf of myself and my minor child(ren) acknowledge that I know and understand that participating in a triathlon is a potentially hazardous activity. I will not allow my child to enter the event unless he/she is medically able and properly trained. I assume any and all risks associated with allowing my child to participate in this event including, but not limited to falls, contact with other participants, effects of the weather and condition of the roads, all such risks being known and appreciated by me.

Knowing these facts, and in consideration of your accepting my child's entry, I hereby for myself, my heirs, and child's behalf, **covenant not to sue, and waive, release, and discharge** the race director, event sponsors, volunteers, North Kansas City YMCA, City of North Kansas City, YMCA of Greater Kansas City, TRISTARS, Inc., and TRiKC Triathlon Club, their members, employees, volunteers, and Board of Directors, from any and all claims or liability for death, personal injury or property damage of any kind whatsoever arising out of or in the course of my child's participation in this event.

This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. In addition to this waiver, I will also sign the USA Triathlon waiver before allowing my child to participate in this event. I also give my permission for the free use of my child's name and or picture in any broadcast, telecast or print media account of this event for any purpose.

On behalf of my child or children, I hereby assume the risks of participating in this triathlon event. I certify that my child or children are physically fit and have sufficiently trained for participation in this event, and have not been advised against participation by a health professional. I acknowledge that my statements are being accepted by TRISTARS, Inc. and the TRiKC Triathlon Club, (TRiKC) in consideration for allowing me to become a participant in The Youth Triathlon and are being relied upon by TRISTARS, Inc., TRiKC, the North Kansas City YMCA, YMCA of Greater Kansas City, the City of North Kansas City, and the various race sponsors, organizers and administrators in permitting my child or children to participate in The Youth Triathlon and in consideration for allowing my child or children to participate in The Youth Triathlon.

I hereby take the following action for myself, my child and children, their executors, administrators, heirs, next of kin, successors, and assigns, for anyone else who might claim or sue on my or their behalf and I expressly acknowledge that it is my intent and I AGREE on behalf of myself and my child or children 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, (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 now or in the future arise out of or relate to my child's participation in or traveling to and from The Youth Triathlon, THE FOLLOWING PERSONS AND ENTITIES:** TRiKC Triathlon Club LLC., TRISTARS, Inc., TRiKC Triathlon Club members, TRiKC Triathlon Club Board of Directors and Officers, all volunteers, the City of North Kansas City, the North Kansas City YMCA, YMCA of Greater Kansas City, 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 OR ENTITY 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 on behalf of myself and child or children ASSUME THE RISK OF RUNNING, BIKING, SWIMMING OR PARTICIPATING IN THE YOUTH TRIATHLON. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in all 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 on behalf of myself and my child(ren) 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 including reasonable attorney's fees and litigation costs 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, (v) any actions or claims brought by or on behalf of my child(ren), or (vi) any other harm caused by an occurrence related to The Youth Triathlon and; (g) I GRANT PERMISSION for the use of my name and the name of my child(ren) and/or likeness relating to my child's participation in The Youth Triathlon 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.

In the event of an injury or medical emergency, I hereby authorize the Race Director or event staff to at my expense obtain medical treatment for my child and to transport my

child to a medical facility. I understand that this release extends to any liability arising out of such medical treatment or transportation.