



Waiver

I (name) _____ voluntarily agree to protect, defend, release, indemnify and hold harmless Duane Franks, Dorette Sommer, Nate Helming or anyone else associated with Trifiniti Coaching, its directors, sponsors, coaches, members, consultants and agents (The Released Parties) from any claim, demand, injury, illness, or property damage, whether or not foreseeable, suffered by me in whole or in part while participating in any of the Released Parties events, workouts, practices, lessons, races, or meetings. To the greatest extent allowed by law, I agree to protect, defend, release, indemnify and hold harmless the Released Parties from any such claim that may exist now or in the future in favor of me, my heirs, assigns, or survivors regardless of whether this claim arises in whole or in part from any act of the Released Parties or any of them.

1. I recognize and acknowledge that sports of all nature carry significant risks of serious personal injury, death and property damage. I also know and understand that while participating in any events, workouts or meetings with the Released Parties, that I may be exposed to natural mechanical and environmental conditions and risks which along or in combination with the activities of others may cause property damage, bodily injury or death to me or others.
2. I acknowledge and represent to the Released parties that I am physically and mentally capable of participating in the Released Parties events. I represent that I have had regular medical examinations by a physician and that I have no physical condition, injury impairment that would be hazardous to me or to others while participating with the Released Parties, and that I have determined that any equipment to be used by me as a participant in the Released parties is satisfactory for my use.
3. When necessary, I agree to use a properly functioning bicycle helmet that complies with either SNELL or ANSI standards while participating with the Released Parties, and that it is my sole responsibility to utilize and obtain proper equipment.
4. I have been instructed in the techniques and safety procedures regarding triathlon racing and not rely on the Released Parties to provide such instructions or directions.
5. I hereby give my consent for emergency medical treatment to be given to me or my child and acknowledge that I will be responsible for the cost of such treatment. I agree that the above representations are not mere recitals and that they are binding. Should I or any other person, either under me or on my behalf, present a claim in contravention of the agreement, I agree to be liable for the cost of defending the Released parties, including attorney fees.
6. I agree not to sue the Released Parties for claims, costs or liabilities that I have waived, released or discharged herein.
7. I agree to allow the Released Parties to use my photos and/or comments in any media application.

I am the said person/parent and/or legal guarding of the above named participant and have read, or had time to read, this Assumption of Risk and Release of Liability for and on behalf of the participant, and his or her heirs or assigns. I represent that I have legal capacity to execute this document on behalf of myself and/or the participant and I agree to indemnify, hold harmless and defend the persons or entities mentioned above for any claims made or liability assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the participant.

Participant (print) _____
Legal Guardian: _____ Date: _____
Signature: _____
Address: _____
E-mail _____