

WAIVER AND RELEASE FROM LIABILITY

This is a binding legal agreement. By signing this form you give up important legal rights.

PLEASE READ CAREFULLY and SIGN

AWARENESS AND ACKNOWLEDGEMENT OF RISKS

In consideration of my participation in such programs, activities and events, I hereby acknowledge that I am aware of the risks and hazards associated with or related to the sports of triathlon and duathlon and all related activities that may result in personal injury, death, property damage, expense and related loss to myself. The risks and hazards of triathlon and duathlon include, but are not limited to injuries as a result of:

- Entering the water by either diving, running or jumping;
- Spending extended times in pools or lakes including bacterial infections and rashes;
- Physical contact with other participants while swimming including crowding, pushing, kicking and punching;
- Water conditions such as currents, waves, water temperate and water clarity;
- Physical contact with pool walls or lake and ocean rocks and bottoms;
- Physical contact with other participants while cycling and running;
- Road conditions, terrains and vehicular traffic while cycling and running;
- From one's failure to stay within the designated course area while cycling and running;
- Falling while cycling or running;
- Strenuous cardiovascular workouts, and/or exerting and stretching various muscle groups; and
- Psychological factors such as anxiety
- Changing weather conditions;
- Dehydration and/or fatigue
- Negligence of other participants;

I accept all related risks including those listed: _____ (Initial here)

ACCEPTANCE OF TERMS AND CONDITIONS

In consideration of the acceptance of my entry in the Thompson Triathlon, I agree as follows:

1. I will comply with all the rules and regulations of Triathlon Canada, the International Triathlon Union, and the event instructions of the organizers and officials.
2. I am aware of Triathlon Manitoba's bylaws and policies (which can be found at www.triathlon.mb.ca) and agree to be bound by them.
3. I have sole responsibility for my personal possessions and athletic equipment during the Thompson Triathlon and its related activities.
4. I attest that I am physically fit and can complete the Thompson Triathlon
5. I grant full permission to the Thompson Triathlon or Triathlon Manitoba to use my photographs as part of the event website photo gallery.
6. That in the event of a race cancellation due to a storm or other "Act of God" my entry fee will be non-refundable.
7. I realize that, with my participation in the event, I may be subject to unannounced drug testing as provided for by Triathlon Canada's agreement with the Canadian Centre for Ethics in Sport.

I agree to the above terms: _____ (Initial here)

WAIVER AND RELEASE FROM LIABILITY

In consideration of my participation in the Thompson Triathlon I for myself, my heirs, executors, and administrators, HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE Triathlon Manitoba, Thompson Triathlon, their directors, officers, members, employees, coaches, officials, volunteers, race directors/organizers, agents, sponsors, funding partners, and owners/operators of the facility/venue, FROM ANY AND ALL CLAIMS AND DAMAGES I may have against them, their representatives, successors and assigns, in respect to death, illness, injury, or loss or damage to my person or property, HOWEVER CAUSED, that I may sustain as a result of my participation in this event, AND NOTWITHSTANDING that the loss may have been contributed to or occasioned by the negligence of any one or more of the above named.

I further acknowledge and understand that insurance coverage for this event does not provide me with personal accident insurance coverage and that I am responsible to obtain my own personal accident insurance coverage should I wish to be eligible for accident benefits that are in excess of those currently covered through my provincial or private health insurance plan(s).

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED to the above AWARENESS AND ACKNOWLEDGMENT OF RISKS, TERMS AND CONDITIONS and WAIVER AND RELEASE FROM LIABILITY AND HAVE EXECUTED THIS AGREEMENT VOLUNTARILY.

Please print name clearly:

Signature:

Date: