

13th Annual Tenderfoot Mountain Triathlon & Duathlon and Kiwanis Kids' Triathlon

RELEASE OF ALL LIABILITY

EVERY PARTICIPANT, WHETHER INDIVIDUAL OR TEAM MEMBER, MUST SUBMIT A SIGNED WAIVER. PLEASE READ BEFORE SIGNING THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL).

I acknowledge that the Tenderfoot Mountain Triathlon & Duathlon is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. **I hereby assume the risks of participating in the Tenderfoot Mountain Triathlon & Duathlon and the Kiwanis Kids' Triathlon.** I certify that I am physically fit, have sufficiently trained for participation in this event and have not been advised against participation by a qualified health professional. In consideration for your accepting my entry in the Tenderfoot Mountain Triathlon & Duathlon, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or 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 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, which may in the future arise out of or relate to my participation in this triathlon, the following persons or entities: THE CITY OF SALIDA, ALL THE EVENT SPONSORS, RACE DIRECTORS, VOLUNTEERS, CHAFFEE COUNTY 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;
- (b) I ACKNOWLEDGE there may be traffic or persons on the course route, and I ASSUME THE RISK OF RUNNING, AND/OR BIKING, AND/OR SWIMMING THE RACE COURSE ROUTE. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or crashes with other participants, effects of weather including heat and/or cold, defective equipment, the condition of the roads, water hazards, all such risks being known and appreciated by me, and I further acknowledge that these risks may be the result of the negligence of the persons or entities mentioned above;
- (c) I AGREE NOT TO SUE any of the persons or entities mentioned above in paragraph (a) for any of the claims, losses or liabilities that I have waived, released or discharged herein;
- (d) I AGREE TO HOLD HARMLESS the persons or entities mentioned above in paragraph (a) 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 Tenderfoot Mountain Triathlon & Duathlon is being conducted.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS.

Printed name _____

Signature _____ Date _____

IF UNDER EIGHTEEN (18) YEARS OF AGE, PARENT/GUARDIAN MUST SIGN:

Printed name _____

Signature _____ Date _____