SILICON VALLEY TRIATHLON CLUB

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.

In consideration of the acceptance of my membership application for membership in the Silicon Valley Triathlon Club (hereinafter "SVTC"), I hereby freely and voluntarily agree to the following representations, waivers and agreements.

I know and understand that SVTC is a Triathlon/Duathlon Club and that the sports of Triathlon and Duathlon are action sports that combine the individual sports of Swimming, Bicycling and Running, each of which independently, or in any combination with other sports do carry significant risks of serious personal injury, death and property damage. I also know and understand that while participating in and/or training for these sports, I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities of others may cause property damage or bodily injury including severe or fatal injuries to myself or others.

I agree that I alone am responsible for: (a) my proper preparation and safety while participating in any organized SVTC race, training session, event or other Club activity; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such Club event; and, (c) wearing a properly functioning SNELL or ANSI Approved helmet while participating in any SVTC event which includes bicycling, regardless of form (i.e. road or mountain riding). I also represent that I have no physical or medical condition, which in my knowledge would endanger myself or others, while I participate in these sports or activities.

Being fully aware of the risks, conditions and hazards associated with these sports, **I HEREBY ACKNOWLEDGE that SVTC**, its directors, founders, members, sponsors, agents and any other club-affiliated individuals and/or entities are not in any way responsible for my safety while participating in any SVTC organized race, training session, event or other Club activity and **I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assignees and successors an interest (hereinafter "successors") in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in any SVTC event, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the design, condition of any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever **HOLD HARMLESS and INDEMNIFY** all persons and entities identified above, general specifically from any and all liability for death, personal injury or property damage resulting in any way from my participating in SVTC events of any kind.

I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding; and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document.

Date:_____ _____ _____

(Please PRINT name here) (Signature)

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If you are under 18 years of age, a parent or legal guardian must read and sign the above waiver, complete the following section and sign below where indicated:

I (print name)_____ the undersigned, am the parent and/or legal guardian of _____ (Minor's Name). I hereby acknowledge that I have read the foregoing waiver for and on behalf of the minor named herein and hereby bind myself, the minor and our successors to the terms of the foregoing waiver. I represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned above for any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor named herein.

Date:_____ _____ _____

(Print Parent/Guardian Name) (Parent/Guardian Signature)