



## Guelph Triathlon Club Waiver

### **EVENT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE GUELPH TRIATHLON CLUB, ITS COACHES AND EXECUTIVE LEADERS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

IN CONSIDERATION for the Guelph Triathlon Club allowing my participation as a Guelph Triathlon Club member and in all sanctioned club workouts from January 1, 2024 to December 31, 2024; I, the undersigned, and on behalf of my spouse, heirs, next of kin, any legal and personal representatives, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"); PARTICIPANT REPRESENTATIONS: I hereby represent that (i) I am in good health and physically fit to participate in Guelph Triathlon Club workouts; and (ii) have not been advised against participating in swimming, biking, running, and other triathlon or fitness-related workouts and activities by a qualified health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in Guelph Triathlon Club workouts.

**ASSUMPTION OF RISK:** I understand and acknowledge that there are dangers, hazards and risks of injury or damages, some of which are inherent, in my presence at, or participation in Guelph Triathlon Club workouts. I understand that these dangers, hazards and risks, arising from my presence at, or participation in the workouts, whether running, bicycling, swimming, or other portions of the workouts, include but are not limited to: the potential for serious bodily injury, permanent disability, paralysis and death; drowning; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, animals, pedestrians, vehicles, or other natural or manmade objects; dangers arising from adverse weather; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; and other accidents or incidents that may result in injury or damage ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the workouts, or the acts, inaction or ordinary negligence of the Released Parties defined below, and I hereby voluntarily and willingly assume all such Risks and any other damages, liabilities, losses or expenses to my person or personal property which I incur as a result of my participation in the workouts.

**RELEASE OF LIABILITY:** I hereby Release, Waive and Covenant Not to Sue: the Guelph Triathlon Club, all official GTC coaches, acting coaches and guest coaches with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") from my use of, presence at or participation in the workouts, which may arise out of, result from or relate to the ordinary negligence of the Released Parties.

# GUELPH TRIATHLON CLUB

## WAIVER

**INDEMNIFICATION:** I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.

**RELEASE FOR PERSONAL LIKENESS:** I understand that the Guelph Triathlon Club from time to time will be (i) taking photographs, and (ii) video recordings of the workouts and its related events. I hereby irrevocably consent to and grant the Guelph Triathlon Club to share these pictures and photos on its Website, printed collateral and social media properties.

**ADDITIONAL TERMS:** If a workout is cancelled or altered due to weather or other unforeseen circumstance that will put member safety at risk, no refunds, credits or transfers will be issued, granted or permitted.

**PARTICIPANT WARRANTIES:** I have read this Agreement carefully, understand its terms and conditions, understand that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, heirs and next of kin, and any legal and personal representatives, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

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NAME

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SIGNATURE

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DATE