

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

California Triathlon Cal TRI Events, Inc.

as Local Sponsoring Organization

California Triathlon is a non-profit organization that provides clinics, skills camps, and other activities for its members and Butterfly Endurance, d/b/a **CAL TRI Events, Inc.** is a non-profit organization that sponsors running, swimming, and bicycling events for California Triathlon members and for interested members of the general public (hereafter both organizations will be referred to as **CAL TRI** in this agreement). Moreover, other local organizations may sponsor such events on their own under an event affiliation agreement with Cal Tri. The Local Sponsoring Organization identified above (the “Sponsoring Organization”), one such organization, is sponsoring an event in which the PARTICIPANT/PARENT (defined below) intends to participate. Activities and events focus on the traditional triathlon events of running, swimming, and bicycling – some including all three activities, some two, and some, only one.

While there are many benefits to CAL TRI and Sponsoring Organization activities and events, it is very important that the **PARTICIPANT/PARENT** (which refers to either an ADULT Participant, **OR** a MINOR Participant and his/her PARENTS/GUARDIANS) understands that all physical activities include some inherent risks of injury; these inherent risks cannot be eliminated regardless of the care taken to avoid injuries. Some examples of these inherent activity risks in **running events** include, but are not limited to, overexertion, heat related illness, slip & falls; trips on objects; collisions with other competitors, falls on pavement, and vehicle traffic on streets. Inherent risks in **swimming events** include, but are not limited to, overexertion, being caught in a current, getting cramps, being in deeper water than expected, being in murky water, turbulence, becoming chilled, encountering animals, and drowning. Inherent risks of **bicycling events** include, but are not limited to, heat related illness, falls, collisions with competitors or with moving or parked vehicles, being struck by a competitor’s bicycle or a motor vehicle, and bicycle malfunction. Other inherent risks include those related to nature including, but are not limited to, inclement weather (e.g. rain, snow, winds, lightning, sudden thunderstorm, extreme heat or cold); encountering insects or wild animals; variation in types of terrain; and risk of disease, including communicable diseases such as COVID-19, influenza, and other viral or bacterial infections. Risks related to **participant and co-participants** include, but are not limited to, erratic, careless, or negligent actions of co-participants or participant; errors of judgment or lack of attention of participant or co-participant. Risks related to **CAL TRI and Sponsoring Organization personnel** include, temporary distraction or inattention in monitoring the event, failure to anticipate a potential problem or correctable hazard, and other errors in judgment.

CAL TRI and the Sponsoring Organization (if any) believe that it is important for the PARTICIPANT/PARENT to understand that three kinds of injuries can occur: 1) common minor bodily injuries such as scratches, bruises, minor cuts, muscle pulls, muscle soreness, and sprains; 2) occasional major bodily injuries, including, but not limited to, shoulder pain, runner’s knee, swimmer’s knee, ankle, knee, and other joint injuries (e.g., tendon, ligament); broken bones; concussions, tendonitis, stress fractures); and 3) rare catastrophic bodily injuries including, but not limited to, injuries resulting in permanent disability, paralysis, heart attacks, and death.

ASSUMPTION OF INHERENT RISKS: I have read the above warning regarding the nature of CAL TRI and Sponsoring Organization activities and some of their associated risks. I affirm that 1) I understand the demands of the activities relative to my physical condition and skill level, 2) I understand the types of injuries that may occur as a result of CAL TRI and Sponsoring Organization activities and 3) I understand their potential impact on my well-being, lifestyle, and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks, both known and unknown.**

WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of permission for myself and/or MINOR PARTICIPANT to participate in CAL TRI or Sponsoring Organization activities and services today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or my MINOR PARTICIPANT [hereafter referred to as **Releasing Parties**] **do hereby release, waive, discharge, and covenant not to sue CAL TRI, any Sponsoring Organization, or any of their owners, directors, officers, employees, members, volunteers, independent contractors, owners of parks or other sites used for activities or events, equipment providers, and agents, [hereafter referred to as **Protected Parties**] from liability from any and all claims arising from 1) the NEGLIGENCE of CAL TRI, such Sponsoring Organization, or other Protected Parties and/or arising from 2) the presence of myself and/or MINOR PARTICIPANT on the premises used by CAL TRI or such Sponsoring Organization for activities or events.**

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, any/all of the following:

- Communicable illnesses (including COVID-19, influenza, and other viral or bacterial infections; personal injury (including death), and/or economic loss to the PARTICIPANT/PARENT arising from participation in CAL TRI or Sponsoring Organization activities or events (including, but not limited to, clinics, camps, programs, events and while at the site of such activities).
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of CAL TRI, any Sponsoring Organization, and all Protected Parties from any claims and rights that I and/or MINOR

PARTICIPANT 1) now have against CAL TRI, a Sponsoring Organization, or a Protected Party and/or 2) may have in the future against CAL TRI, a Sponsoring Organization, or a Protected Party.

INDEMNIFICATION AGREEMENT: I, the PARTICIPANT/PARENT, **agree to hold harmless, defend, and indemnify CAL TRI, any Sponsoring Organization, and all Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses)

- From any and all claims of the *Releasing Parties* arising from an injury or loss by PARTICIPANT/PARENT due to participation or presence at CAL TRI or Sponsoring Organization activities (including claims arising from the **inherent risks** of CAL TRI or Sponsoring Organization activities or from the **NEGLIGENCE** of CAL TRI, a Sponsoring Organization, or *Protected Parties*,
- I further agree to hold harmless, defend, and indemnify CAL TRI, any Sponsoring Organization, and all *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from the conduct of the PARTICIPANT/PARENT while participating or present on the premises utilized for CAL TRI or Sponsoring Organization activities.

Clarifying Clauses:

- I also understand that if, in spite of this agreement, legal action is brought, either the appropriate trial court in Los Angeles County, California or the United States District Court for the Central District of California in Los Angeles has the sole and exclusive jurisdiction and that only the substantive **laws of the State of California** shall apply.
- I, the PARTICIPANT/PARENT, understand that this is the sole agreement between myself, on the one part, and CAL TRI and any Sponsoring Organization, on the other part, and that it **cannot be modified or changed** in any way by representations or statements by any agent or employee of CAL TRI or the Sponsoring Organization.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of California** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Agreements, Acknowledgements, and Assertions:

Rules and Actions for Participant Safety (Parent certifies for his/her minor child)

Health I, the PARTICIPANT/PARENT, ...

- Acknowledge that CAL TRI and Sponsoring Organization activities can be strenuous and include the **risk of serious injury**.
- Acknowledge that CAL TRI any any Sponsoring Organization urges participants to get **medical clearance** prior to participation.
- Affirm that participant has **no health problems** that would make participation in CAL TRI or Sponsoring Organization activities unwise.
- Authorize CAL TRI and/or any Affiliated Organization to **secure emergency medical care**, transportation (i.e., EMS), administer CPR/AED when deemed necessary by CAL TRI or such Sponsoring Organization; and I agree to **assume all costs** of emergency medical care and emergency transportation.
- Acknowledge that it is the participant's **duty to inform staff and cease exercise** immediately in the event of unusual discomfort (e.g., faintness, shortness of breath, dizziness, high anxiety, chest pains).

Safety I, the PARTICIPANT/PARENT, ...

- Know the participant is **responsible for his/her own safety** and must decide if any activity seems to be unsafe or too risky.
- Affirm participant has a **duty to immediately report** 1) any unsafe action by a co-participant or 2) any dangerous condition.

Injury I, the PARTICIPANT/PARENT, ...

- Affirm that participant agrees, before leaving the facility, to **report all injuries**, whether minor or serious, to CAL TRI or, in the case of an event sponsored through a Sponsoring Organization, such Sponsoring Organization. **Conduct** I, the PARTICIPANT/PARENT, ...
- Agree to **abide by all policies**, rules, and regulations of CAL TRI and any Sponsoring Organization.
- Understand CAL TRI or the sponsoring Sponsoring Organization (if any) may **terminate my participation** in the activity or event if my actions could be harmful to myself or others.

Photo/Video Release I, the PARTICIPANT/PARENT, ...

- Authorize the **use of photos or videos** of participant in print or electronic marketing, advertising, web, & social media.

ACKNOWLEDGEMENT OF UNDERSTANDING: I, the PARTICIPANT/PARENT, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. **I understand that I am giving up substantial rights that might belong to me and/or the MINOR PARTICIPANT** including:

- 1) My right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation in any event sponsored by CAL TRI or a Sponsoring Organization;
- 2) My right as a parent to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation in any event sponsored by CAL TRI or a Sponsoring Organization; and
- 3) The right of the MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation in any event sponsored by CAL TRI or a Sponsoring Organization.

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of CAL TRI, any Sponsoring Organization, or the other Protected Parties from all liability to myself,**

