WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER PARTIES. 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.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of "CORE Foundation Inc dba Reston Sprint Triathlon" ("Race Director") allowing me to participate in the virtual "2020 Virtual Reston Sprint Triathlon" ("Event") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, 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 (this "Agreement").

1. Physical Health. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs, and will not be under any such influence at the time of the Event, which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that I am solely responsible for the conditions of the areas in which I will be competing in 2020 Virtual Reston Sprint Triathlon and that CORE Foundation Inc dba Reston Sprint Triathlon has no control over these areas nor will they incur any liability if I should become injured during the competition. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims under Section 1542 of the California Civil Code (collectively, "Risks"). I understand that CORE Foundation Inc dba Reston Sprint Triathlon is not closing bike, swim or run courses or providing any support whatsoever for the 2020 Virtual Reston Sprint Triathlon, including safety equipment or completing safety protocols. 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 Event, or the acts, inaction or negligence of the Released Parties defined below, and **I hereby expressly and voluntarily choose to assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event**.

3. Release from Liability. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Event Owners, Organizers and Promoters, Race Directors, USA Triathlon and other participants in the 2020 Virtual Reston Sprint Triathlon, Sponsors, Advertisers, Venues and Property Owners upon which the Event takes place and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), 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") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. 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 any may be incurred as the result of such claim.

4. Authorization to Collect and Use Data. While participating in the Event, I may provide to Event Organizers information such as my name, contact information, age, gender and other demographic, physical, physiological or identifying characteristics specifically requested from me. My participation in the Event is voluntary. By participating in the Event, and giving such data to the Event Organizers, I hereby grant the Event Organizers, or any of them, permission to collect, capture, record and store the data, and grant to each of the Event Organizers a license to use the data for any purposes whatsoever.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, 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.

I certify that ☐ I am over the age of majority (18 years of age or older in most states), or ☐ I have my parent's or legal guardian's consent as indicated below.

Participant Signature	Print Name	Date Signed
Date of Birth	Address	
E-mail Address	Telephone Number	
Print Emergency Contact	Emergency Contact Telephone Number	

IF PARTICIPANT IS A MINOR, PARENT OR GUARDIAN MUST READ AND SIGN BELOW

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Agreement, and (2) authorize USAT or any of its designees to arrange or any necessary medical treatment for the participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action that I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties, or otherwise, to the fullest extent permitted by law.

Parent or Guardian Signature	Print Name	Date Signed