

FOR PARTICIPATION IN: **NIAGARA TRIATHLON on July 29, 2018 – Grimsby, ON, Canada** (including related programs and/or multisport events ("Event")).

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**INTRODUCTION:** I understand and acknowledge that by signing this Release And Waiver Of Liability, Assumption Of Risk And Indemnity Agreement ("Agreement"), that I am legally agreeing to the statements in this Agreement and that these statements are being accepted and relied upon by the Released Parties, as defined below. All adult participants, or the participant's legal guardian (for the participant and on his/her behalf), if applicable, must sign this Agreement. In consideration of being permitted by Trisport Events Inc. to participate in the Event, I acknowledge and agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Trisport Events Inc. competitive events and other activities take place indoors or outdoors in various locations in the Canada and can include, but are not limited to: warm-up exercises; competitive swimming, cycling and running, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities and traveling in planes, vans, buses or other vehicles to and from activities (the Event and other activities collectively referred to in this Agreement as "Activities"). Activities may be scheduled or unscheduled, mandatory or optional, structured or unstructured and include free time. I **acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Agreement as "risks") of these activities can cause injury, damage, death or other loss to participant or others. The following describes some, but not all of the inherent risks, as applicable to participant's activities:**

**Risks in any competitive or athletic activity.** Training for, practicing or competing in triathlon or other events and associated swimming, cycling, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the participant's speed and abilities.

**Risks present in an outdoor environment.** Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice; fast moving or deep lakes, oceans or other water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

**Risks involved in decision making and conduct.** These risks include the risk that a Trisport Events Inc. staff member, representative, volunteer, contractor or co-participant may misjudge a participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn participant (and/or participant's legal guardian) about one or more of the inherent risks of these activities.

**Cycling, running and swimming risks.** These risks include the risk of losing control or balance and falling from the bike, colliding with objects, people (including co-participants or spectators), tripping or falling down or encountering other road or trail hazards; being submerged underwater or drowning, or contact or collision with other swimmers, objects, marine life or the bottom of the water body.

**Personal health and participation risks.** The risk that a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although Trisport Events Inc. may review participant's medical information, submitted in the registration process, Trisport Events Inc. cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

**Risks connected with location.** Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

**Risks associated with premises.** Ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the activities.

**Equipment risks.** The risk that equipment used in activities may be misused, or may break, fail or malfunction. Participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Trisport Events Inc. requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

**Supervision and activities risks.** I understand that neither Trisport Events Inc. or its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. Adult participant agrees he/she is solely responsible for his/her own well-being at all times; or, if applicable, a participant's legal guardian agrees to take sole responsibility for participant's supervision before, during and after the Event and other activities, including during free time and at all other times.

**Risks regarding conduct.** The potential that participant, co-participant/s and/or third party/s may act in a negligent or intentional manner.

**These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects, people or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death or loss -- before, during or even after the participant participates in the Event or other activities.**

**I understand and agree:**

- I will review all materials received, accurately complete and agree to the registration information, documents and process, and obey all rules and policies. These rules and policies include any drug or doping control rules, Event Producer's and/or Triathlon Canada's Competition Rules, including CCES (Canadian Centre for Ethics in Sport) or WADA (World Anti Doping Agency) Drug Testing Requirements included therein, and information in the athlete information guide, as they may be amended from time to time, and all traffic laws. I acknowledge that in order to participate in the Event, I must be a current or limited member of Triathlon Ontario (TO) or must purchase a one-day license from TO;
- my final acceptance and participation in the Event is contingent upon Trisport Events Inc.'s receipt and review of all required information and forms, including this Agreement;
- before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if I choose;
- to disclose any mental, physical or emotional condition/s and/or limitation/s which might affect my ability to participate (including any new or changed condition/s and/or limitation/s occurring between the time of my disclosure and my participation in the activities) and represent that I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities requires extreme fitness and endurance, that I am solely responsible for my conditioning and fitness before, during and after the activities, and that I, in conjunction with my physician, am responsible for determining whether these activities are appropriate for me, before I participate;
- Trisport Events Inc. contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the Event services and to conduct some of the activities participants will engage in. I acknowledge that Trisport Events Inc. does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, activities take place on premises or at facilities not owned or controlled by Trisport Events Inc., and Trisport Events Inc. does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- The information provided in this Agreement is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Trisport Events Inc. cannot assure my safety or eliminate any of the risks. Trisport Events Inc. representatives are available should I have further questions about these activities or the associated risks;
- **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those inherent and other risks, including but not limited to the risk of my, a co-participant's, a Released Party's, a spectator's, a volunteer and/or a third party's passive or active negligence or other misconduct.**

## **RELEASE AND INDEMNITY**

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY SECTION CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS.**

I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT, AND AGREE AS FOLLOWS:

- **TO RELEASE AND NOT TO SUE** TRISPORT EVENTS INC., TO, EVENT SPONSORS, EVENT ORGANIZERS, EVENT PROMOTERS, EVENT PRODUCERS, RACE DIRECTORS, EVENT OFFICIALS, EVENT STAFF, ADVERTISERS, ADMINISTRATORS, CONTRACTORS, VENDORS, VOLUNTEERS, AND ALL PROPERTY OWNERS AND PROVINCIAL, CITY, TOWN, COUNTY, AND OTHER GOVERNMENTAL BODIES, AND/OR MUNICIPAL AGENCIES WHOSE PROPERTY AND/OR PERSONNEL ARE USED AND/OR IN ANY WAY ASSIST IN LOCATIONS WHERE THE ACTIVITIES TAKE PLACE, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, ASSIGNEES, LICENSEES, OWNERS, OFFICERS, DIRECTORS, PARTNERS, BOARD MEMBERS, SHAREHOLDERS, MEMBERS, SUPERVISORS, INSURERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS AND REPRESENTATIVES AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED OR INVOLVED WITH THE ACTIVITIES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS THE "RELEASED PARTY" AND THE "RELEASED PARTIES"), WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, SUITS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) (COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS "CLAIM" OR "CLAIM/S") FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS IN ANY WAY CONNECTED WITH MY ENROLLMENT OR PARTICIPATION IN THE ACTIVITIES, NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES, ANY BREACH BY THE RELEASED PARTIES OF STATUTORY DUTY AND/OR USE OF ANY EQUIPMENT, FACILITIES OR PREMISES, HOWSOEVER CAUSED. **I AGREE HERE TO WAIVE ALL CLAIM/S I MAY HAVE AGAINST THE RELEASED PARTIES AND AGREE THAT NEITHER I, NOR MY ESTATE, HEIRS, ASSIGNS OR BENEFICIARIES NOR ANYONE ELSE ACTING ON MY BEHALF, WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS I MAY SUFFER.**
- **TO DEFEND AND INDEMNIFY** ("INDEMNIFY" MEANING PROTECT BY REIMBURSEMENT OR PAYMENT) THE RELEASED PARTIES WITH RESPECT TO ANY AND ALL CLAIM/S BROUGHT BY OR ON BEHALF OF ME, MY SPOUSE, A FAMILY MEMBER OR ANY OTHER PERSON, FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS IN ANY WAY CONNECTED WITH MY ENROLLMENT OR PARTICIPATION IN THE ACTIVITIES, NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES, ANY BREACH BY THE RELEASED PARTIES OF STATUTORY DUTY AND/OR USE OF ANY EQUIPMENT, FACILITIES OR PREMISES.

**THIS RELEASE AND INDEMNITY SECTION INCLUDES BUT IS NOT LIMITED CLAIM/S FOR PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIM/S RELATED TO EMERGENCY, MEDICAL, DRUG AND/OR HEALTH ISSUES, RESPONSE, ASSESSMENT OR TREATMENT), PROPERTY DAMAGE, LOSS OF CONSORTIUM, BREACH OF CONTRACT OR ANY OTHER CLAIM, INCLUDING CLAIM/S RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

## **OTHER PROVISIONS**

**I understand and agree:**

- Any dispute or claim/s I may have arising out of, relating to or in connection with this Agreement, my enrollment or participation in the activities, or any other aspect of my relationship with Trisport Events Inc.: 1) shall be governed by Ontario law (without regard to its "conflict of law" rules), 2) will be referred, prior to any other proceedings, to mediation under the auspices of the Canadian Commercial Arbitration Centre (CCAC) in accordance with its Conciliation and Mediation Rules in force at the time of the mediation and to which the parties declare they have adhered, and 3) if mediation is unsuccessful, will be definitively settled under the auspices of The Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time this contract is signed and to which the parties declare they have adhered. CCAC arbitrator/s knowledgeable in the field and in commercial matters, acceptable to both the participant and Trisport Events Inc., shall conduct the arbitration. Required Venue: I agree that any mediation or arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Toronto, Ontario.
- If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf. If my guardian status is challenged or found invalid, I will defend and indemnify the Released Parties, to the fullest extent allowed by law and per the provisions of this Agreement, just as if I were the participant's lawful legal guardian.
- In regard to my relationship with Trisport Events Inc., I agree that the contents of this Agreement will take precedence over any other forms or contracts (for parties other than Trisport Events Inc.) I may sign in connection with these activities.
- I authorize Trisport Events Inc. staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Trisport Events Inc., sanctioning entity, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.
- Trisport Events Inc. reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree Trisport Events Inc. is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee.
- Trisport Events Inc., in its sole discretion, may delay, modify, or cancel the Event. If the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including, without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause, there shall be no refund of Trisport Events Inc.'s entry fee. I agree that Trisport Events Inc. will not reimburse costs or expenses incurred by me or my family member/s in preparation for or in connection with the Event if it is delayed, modified or cancelled.
- I grant to Trisport Events Inc., its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "images") during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by Trisport Events Inc. and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.
- Trisport Events Inc. may assign this Agreement to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Agreement, consistent with Trisport Events Inc.'s and other Released Parties rights and protections under this Agreement.
- If I sign this Agreement both online and on-site, I agree that the on-site version of this Agreement, as that version may be amended from the online version, will be binding.
- **This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT I AM NOT ONLY GIVING UP MY RIGHT TO SUE THE RELEASED PARTIES BUT ALSO ANY RIGHTS MY ESTATE, HEIRS, ASSIGNS OR BENEFICIARIES MAY HAVE TO SUE THE RELEASED PARTIES FOR DAMAGES AND LOSSES RESULTING FROM MY INJURY, DAMAGE, DEATH OR OTHER LOSS.**

**I HEREBY AFFIRM THAT I AM OF THE AGE OF MAJORITY, I OR MY GUARDIAN HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.**

**PARTICIPANT or Guardian Authority: (athletes under 18 need a guardian signature)**

PRINTED NAME

ATHLETE BIB #

SIGNATURE (athlete or guardian)

DATE