

AGREEMENT, RELEASE AND WAIVER OF LIABILITY FOR THE 2019 VALLEY GIRL TRIATHLON

This Release and Waiver of Liability (herein “Agreement”) applies to the VALLEY GIRL Triathlon which is scheduled to take place in and around Medical Lake, Washington on July 21, 2019.

This Agreement is entered into by and between the undersigned athlete (herein “Athlete”) and EMDE Sports, LLC (hereafter “Emde Sports”) its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, members, representatives, owners and assigns. This Agreement shall bind Athlete and his or her executors, personal representatives, administrators, heirs, next of kin, successors, assigns and anyone else who has a right to make a claim on his or her behalf arising out of Athlete’s participation in the Event.

RECITALS

Emde Sports is an athletic oriented business conducted as a limited liability company, Risk management and economic considerations require contract-based limits on Emde Sports’ responsibility and exposure to the fullest extent permitted by law. Participation in the Event by Athlete is optional and Is the Athlete’s free choice to do so. However, if Athlete does choose to participate, each of the terms of this Agreement are an essential part of the Agreement and constitute consideration for Athlete’s entry and participation in the Event. This Agreement is intended to provide complete and full allocation of all risks to Athlete and completely waive and release Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, members, representatives, owners, and assigns from any and all claims Athlete may have arising out of his or her participation in the Event. Athlete agrees and understands that Emde Sports will rely on the Agreement as a condition and prerequisite to Athlete’s participation in the Event.

AGREEMENT: The Recitals are deemed integral to this Agreement and are part of the consideration for this Agreement.

CONSIDERATION: In consideration for entry and/or participation by Athlete in the Event, Athlete agrees to be bound by this Agreement and to pay all fees required for entry into this Event.

ACTIVITIES and RISKS: Athlete agrees that the Event is strenuous and may pose risks from a wide variety of sources too numerous to list but include drowning, cycling and/or running accidents on roadways where motor vehicles are present, the effects of the weather including high temperatures and humidity and contact with other participants. . Athlete accepts all responsibility for all sources of risk. While potential injuries and/or health risks are too numerous to list, they include death, injury to organs, bone, muscle and other areas of the body, for which the Athlete accepts all responsibility.

Athlete further agrees that there are numerous types and sources for property loss and or damage, for which Athlete

accepts all responsibility as well.

ALLOCATION OF RISK and ASSUMPTION OF RESPONSIBILITY: Athlete agrees that it is the Athlete’s responsibility to determine whether Athlete is sufficiently experienced, fit, and healthy enough to safely participate in the Event, and by signing this Agreement represents and warrants that Athlete is or will be sufficiently experienced, fit and healthy before he or she participates. Athlete represents and warrants that Athlete has sufficient experience to participate in the Event, and no physical or medical condition which would endanger Athlete or others, or interfere with or compromise the safety of Athlete or others in the Event. Athlete agrees that injury, damage, or loss sustained by Athlete may be the result of negligence, negligent omission, and/or carelessness or some other level of failure or act on the part of Emde Sports, its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, members, representatives, owners, and assigns or others and that as a term of this Agreement, Athlete is assuming all responsibility for negligence, negligent omission, and / or carelessness or some other level of failure or act by Athlete, Emde Sports, its associates, volunteers, sponsors, organizers, promoters, affiliates employees, representatives, owners, and assigns, or others Including other participants.

DISCHARGES, RELEASE, AND WAIVER: Athlete hereby discharges, releases, and waives any and all claims, causes of action, legal and equitable, liability, damages and losses of every kind, whether economic or non-economic, against Emde Sports, its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, representatives, owners, and assigns arising out of Athlete’s participation in the Event.

COVENANT NOT TO SUE, HOLD HARMLESS, DEFEND and INDEMNIFICATION: Athlete hereby contracts and agrees not to sue Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, members, representatives, owners, and assigns for any claim or matter arising from or related to Emde Sports, Athlete, other participants and/or the Event. Athlete agrees to hold harmless, defend, and indemnify Emde Sports its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, members, representatives, owners, and assigns from and for any and all claims, causes of action, legal and equitable, liability, damages and losses of every kind, whether economic or non-economic, including attorney’s fees, litigation expenses, and/or fees, expenses, and costs arising from or related to Emde Sports, Athlete and/or the Event.

GRANT, AUTHORIZATION AND WAIVER: Athlete grants Emde Sports the right, permission, and authority to use Athlete’s name, voice, picture, photograph, or image in any broadcast, telecast, commercial advertising, promotion, or other medium, and waives any right to compensation presently or in the future to which Athlete might otherwise have been entitled for such use.

PARENT OR LEGAL GUARDIAN: If Athlete has a parent or legal guardian, the parent or legal guardian signing on behalf of the Athlete represents, warrants, and affirms that he or she has the legal capacity and authority to sign and act on behalf of Athlete and bind Athlete to this Agreement.

If court action or any legal step is required to obtain the necessary authority to make the terms of this Agreement binding on Athlete, the parent or guardian represents and warrants that he or she has or will obtain all required authorization before Athlete participates. The parent or legal guardian who signs this Agreement further agrees to be bound by this Agreement and to hold harmless, defend, and indemnify Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, members, representatives, owners, and assigns to the same extent as Athlete is or would be obligated if Athlete had the capacity or was of sufficient age to be bound without authorization or approval of a parent or legal guardian.

VENUE AND JURISDICTION: Athlete consents and agrees that venue and personal jurisdiction for any and all claims related to Emde Sports, its associates, volunteers sponsors, organizers, promoters, affiliates employees, members, representatives, owners, and assigns or the Event shall be in and reside with Spokane County Superior Court, Spokane County Washington..

ENFORCEMENT: a) If any provision or part of a provision in this Agreement is determined to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, that provision or part of the provision shall be severed from this Agreement in as limited a manner as the law permits, and shall not affect the validity and enforceability of all remaining parts of the provision or the provisions. b) This Agreement shall be enforced to the greatest extent permitted by law. c) Headings are provided for convenience and reference and do not limit the Agreement. d) Athlete is encouraged to have this Agreement reviewed by a lawyer (s) of Athlete’s choice. e) Each provision has been specifically bargained for. f) Athlete is free to not enter or participate in the Event. g) The rule of construction that a contract term is construed against the drafter shall not apply, and the terms shall be construed to have their plain meaning and not against Emde Sports, its associates, volunteers sponsors, organizers, promoters, affiliates employees, representatives, owners, and assigns under any circumstances. h) This is a full agreement, all prior or contemporaneous representatives oral or written are discharged, not to be relied on, not enforceable and any modification of this Agreement must be in writing signed by Michael or Marla Emde of Emde Sports.

Athlete and/or Signatory hereby affirms that he or she has read, fully understands, has authority to enter, and agrees to be bound by each term of this Agreement.

Athlete or Parent or Legal Guardian (if under 18 years of age)

Signature Date

Printed Name and Status: Athlete, Parent or Guardian