

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

IN CONSIDERATION of The Jefferson City Parks and Recreation Commission ("Parks") allowing me to participate in any Parks sanctioned event (the "Event" or "Events") as a registrant; 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 (the "Agreement");

1. 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 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 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 ("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 Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly 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. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: City of Jefferson, their officers, officials, agents, and/or employees, the Event Owners, Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, United States Olympic Committee (USOC), Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, 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.

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.

### Please Sign on Other Side of This Form

Your signature will signify your understanding, acceptance, and authorization to accept the conditions of this legal document, including the following statements:

- I have read, have understood, and do accept the agreement above.
- I understand that this is a legal document with effects that I approve and authorize.
- The registrant is the person(s) whose name is submitted as the recipient of the goods and services provided as a result of this transaction.
- I am authorized to agree to the terms of this document on behalf of the registrant.
- If the registrant is under 18 years of age, incapacitated, or mentally challenged, I assert that I am the parent/legal guardian or otherwise authorized to execute a legally binding agreement on behalf of the registrant.

You must be 18 years of age to legally complete this registration. If the registrant is under 18, an authorized adult must complete this form.

**If the person you are registering (registrant) is under 18, do not enter his/her age. You will do that on the next step. Enter *your* age there as the person completing the form.**

**NEW DATE**

**July 28, 2019**

**Our recent tornado and flooding redirected our local police support to assist with those efforts and we were asked to cancel our June 9 date. We've got a new date for the same great event. Come join us!**

**NEW DATE:** July 28, 2019

**Start Time:** 7:00 a.m. (approximate)

**Location:** Ellis-Porter Riverside Park Pool, Jefferson City, Missouri 65101

**Race Start/Finish:** Events will start and finish in the area of the pool at Ellis-Porter Riverside Park. Site will be accessible at 5:30 a.m. with on-site registration, body marking and transition area placement. Pool swim warm-up schedule will be announced.

**Events:**

**Sprint Triathlon:** 400 Meter Pool Swim, 12 Mile Bike, 3.2 Mile Run

**Duathlon:** 12 Mile Bike, 3.2 Mile Run

**Team Relay:** A two (2) or three (3) person team completes the Sprint Triathlon

**Age Divisions:** (Based on your age on 12/31/2019)

15-24	45-54
25-34	55-64
35-44	65 and over

**Awards:** Event awards will be presented to the overall male and female finishers and the top three (3) finishers in each age group.

Shirts not guaranteed after July 15. No refunds or transfers.

**Registration Cost**

Sprint Triathlon.....\$70.00

Duathlon.....\$70.00

Team Relay.....\$80.00

Online and mail-in registrations ends July 22, 2019

Register at Packet Pickup or Race Day until 6:30am.

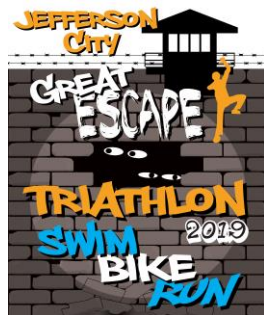
**Early Packet Pickup/Late Registration:** Saturday July 27<sup>th</sup>, Red Wheel Bike shop 400 West Main, Jefferson City, from 1:00 to 4:00 p.m.

**Race Day Registration and Packet Pickup:** Sunday, June 9, Ellis-Porter Pool from 5:30 to 6:30 a.m.

This event is a collaboration of the JCYMCA, Jefferson City Parks, and Jefferson City Athletic Events Committee.

Visit the following site for link to web-based registration, past result and training information.

**WWW.jcmotri.com**



Name: \_\_\_\_\_ (Relay team 2) \_\_\_\_\_ (Relay tea m3)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone (Home) \_\_\_\_\_ Cell \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age as of 12/31/2019: \_\_\_\_\_ Male [ ] Female [ ]

Email: \_\_\_\_\_ Emergency Contact/Number \_\_\_\_\_

Triathlon [ ] Duathlon [ ] Team Relay [ ] Swim Time: \_\_\_\_\_ T-Shirt Size: Youth L [ ] Adult S [ ] M [ ] L [ ] XL [ ] XXL [ ] (add \$2)

Return this Form and registration fee to: Jefferson City Area YMCA, PO Box 104176, Jefferson City, Mo. 65110-4176

Waiver: I acknowledge I have read, have understood, and do accept the agreement on the reverse side of this form. I further represent that I am physically fit and sufficiently trained to participate in an event of this nature, and accept full responsibility for any injury or accident resulting from my participation in this event and release from any and all liability the Jefferson City Area YMCA, Jefferson City Parks, Jefferson City Athletic Events Committee, Ultramax and all race sponsors, contractors, and race officials. Parent of Guardian must sign for participants age 15 (by 12/21/2019) to 18. If Guardian signature is required you must note your age.

Signature \_\_\_\_\_ Date: \_\_\_\_\_ Guardian Age if Required \_\_\_\_\_ Amount Paid \_\_\_\_\_

Signature 2 (Relay Only) \_\_\_\_\_ Date \_\_\_\_\_ Shirt Size \_\_\_\_\_ Email \_\_\_\_\_

EmergencyContact/Number \_\_\_\_\_

Signature 2 (Relay Only) \_\_\_\_\_ Date \_\_\_\_\_ Shirt Size \_\_\_\_\_ Email \_\_\_\_\_

EmergencyContact/Number \_\_\_\_\_