

# Creek Classic Triathlon / School Challenge Waiver Form

\*School Name:

\*Teams **MUST** be named as: **School Name 1, 2, 3** etc.

ELEMENTARY

MIDDLE

HIGH

## **WAIVER - must be signed by all participants**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

### ASSUMPTION OF RISKS

I am aware that taking part in swimming, cycling, running and in the Creek Classic Triathlon & Duathlon involves many risks, dangers including, but not limited to: impact or collision with other swimmers, cyclists, runners, officials, marshals or spectators; the nature of the terrain for cyclists and runners; weather conditions for cyclists and runners; for runners and cyclists, impact or collision with vehicles, whether parked or moving; impact or collision with pedestrians, in-line skaters or cyclists not involved with the Creek Classic Triathlon & Duathlon; condition of equipment: impact with objects or equipment used in connection with swimming, cycling, or running and with swim, cycle, and run racing; changes in the type of running and cycling surfaces and the condition of the running and cycling surfaces; failure to swim, cycle or run safely within one's own ability, failure to swim; cycle or run safely against others of equal stature or ability; theft; consumption of food and drink, whether prepared and served by professionals or non professions, negligence of other triathlon participants; negligence on the part of the City of Port Coquitlam, Trio Sport Events Ltd. or its staff, officials and volunteers. I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities whether on site or off site including, but not limited to, the parking lot, roadway, sidewalks, gymnasium, shower rooms, hallways, stairs, elevators, change rooms, meeting rooms, eating areas, banquet rooms, parking and other facilities. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from. I am aware that the City of Port Coquitlam nor Trio Sport Events Ltd. do not carry accident or medical or dental insurance on my behalf.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the City of Port Coquitlam, Trio Sport Events Ltd. permitting me to participate in the Creek Classic Triathlon & Duathlon and permitting my use of the Triathlon Competition course, parking and other related facilities and services, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the City of Port Coquitlam, the Mayor and Councillors, employees, volunteers and representatives (all of whom are hereinafter collectively referred to as "the Releases") or Trio Sport Events Ltd. and all the sponsors and TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my participation in the Creek Classic Triathlon & Duathlon due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASES;**

2. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

3. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

4. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases other than what is set forth in this Agreement.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the releases.

By checking this box I acknowledge that I read, understood and accept the waiver.

Date:

Swimmer:

*(signature of Parent or Guardian if under 19 years of age)*

By checking this box I acknowledge that I read, understood and accept the waiver.

Date:

Biker:

*(signature of Parent or Guardian if under 19 years of age)*

By checking this box I acknowledge that I read, understood and accept the waiver.

Date:

Runner:

*(signature of Parent or Guardian if under 19 years of age)*