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 sleet; fast moving or deep water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) 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 an Organizer 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 about one or more of the inherent risks of these activities.

Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects (including UAVs, parked or moving vehicles and/or bicycles) or people (including co-participants or spectators) on land or in water, tripping or falling down or encountering other water/road/trail hazards; or being submerged underwater, hitting bottom or drowning.

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 Organizer may review participant's medical information, submitted in the registration process, Organizer 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 assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Organizer 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 activity risks. I understand that neither Organizer nor 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; 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.

Drone risks. I understand that unmanned aerial vehicles (“UAVs”, also known as “drones”) may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

Risks, regarding criminal behavior or activity. The potential that third party’s may commit criminal acts or acts of terrorism.

Risks and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV, parked or moving vehicles and/or bicycles), people or the bottom of a sea or other water body; experiencing vehicle 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 or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and sleet; fast moving or deep water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) 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.

These risks include the risk that an Organizer 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 about one or more of the inherent risks of these activities.

I confirm that 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.

Participant: First Name_____________________, Last Name____________________, Bib Number_________________
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 the Event and agree as follows:

To release and not to sue Organizer, WTC, any applicable federation and/or race sanctioning body, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and state, 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 with the activities (individually and collectively referred to in this Form as the “Released Parties”), with respect to any and all claims, liabilities, suits or expenses (including attorneys’ fees and costs) (collectively referred to in this Form as “claim” or “claims”) for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises, however caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. I understand and agree here to waive all claim/s I have or may have in the future against the Released Parties relating to my participation in the Event or my traveling to or from the Event and I 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; and

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, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my enrollment or participation in the activities, including without limitation use of any equipment, facilities, or premises, however caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. This Release and Indemnity section includes but is not limited to 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 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 Form, my enrollment or participation in the activities, or any other aspect of my relationship with Organizer, shall be governed by and construed in accordance with the substantive law of the State of California. Any such dispute or claim/s shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award so rendered may be entered and enforced in any court having jurisdiction thereof. This Form is a contract and may not be modified in any way. The arbitrator shall decide all issues relating to the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect. This Form is to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it will not affect the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect. Organizer and the participant commit themselves to replace any such invalid or unenforceable provision (or the invalid or unenforceable part thereof) by such valid and enforceable provision that comes closest to the intent and purpose of such invalid or unenforceable provision (or the invalid or unenforceable part thereof).

I agree: I have carefully read, understand and agree to voluntarily sign this Form and understand that by doing so I am entering into a legally binding contract with the Organizer. I acknowledge that this Form will be effective and legally binding upon me, and my/participant’s spouse, children and other family members, and my/participant’s heirs, executors, representatives, subrogos and estate. The adult participant must complete all information and sign below.

PARTICIPANT SIGNATURE               DATE                PRINTED NAME OF PARTICIPANT              PARTICIPANT’S AGE AND BIRTHDATE

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