

Warning

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully. This is a binding legal agreement.

IN CONSIDERATION of the acceptance of my registration and participation in triathlon, duathlon and multisport races, training activities and events organized and approved by TOMENSON PERFORMANCE & WELLNESS (“TPW”), I the undersigned acknowledge and agree to the following terms:

DESCRIPTION OF RISKS

In consideration of my participation in triathlons, duathlons, multisport and TPW HEAL sponsored/sanctioned events, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such triathlons, duathlons, and multisport events. The risks and hazards include, but are not limited to, injuries from:

- a) Swimming, biking and running;
- b) Executing strenuous and demanding physical techniques;
- c) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements, quick turns and stops;
- d) Exerting and stretching various muscle groups;
- e) Entering the water by either diving or jumping;
- f) Extended time in water and underwater;
- g) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
- h) Mounting, dismounting or falling off a bicycle;
- i) Falling or colliding with the ground, walls, stands, equipment or with other participants;
- j) Falling due to uneven or irregular terrain or surfaces;
- k) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- l) Contact or being struck by other participants, spectators, equipment or vehicles;
- m) Spinal cord injuries which may render me permanently paralyzed;
- n) Travel to and from competitive events and associated non-competitive events which are an integral part of the TPW races, activities and events.

Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the triathlons, duathlons and multisport events;
- c) That I may come into close contact with other participants;
- d) That my risk of injury is reduced if I follow all rules established for participation and competition; and
- e) That my risk of injury increases as I become fatigued.

RELEASE OF LIABILITY AND DISCLAIMER

In consideration of the TPW allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor within the past twelve months and I am medically cleared to participate;
- b) To assume all risks arising out of, associated with or related to my participation and am fully aware of the nature of these risks including personal injury, death, property damage expense and related loss, including loss of income;
- c) To be solely responsible for any injury, death, loss, including loss of income or damage that I might sustain while participating;
- d) To RELEASE, DISCHARGE, SAVE HARMLESS AND INDEMNIFY TPW, and its respective members, employees, coaches, volunteers, officials, judges, participants, sponsors, facilities where the activity occurs, agents and representatives from any and all liability, for any and all claims, demands, actions, judgments, executions and costs that might arise out of my participating, even though any such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by any manner whatsoever, including but not limited to, the negligence, breach of contract or breach of any statutory duty of care of the TPW

ACKNOWLEDGEMENT

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

Name: _____

Signature: _____

Date: _____

