

## Risk & Indemnity

### ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**READ THIS DOCUMENT CAREFULLY BEFORE CLICKING "I AGREE TO THE RISK AND INDEMNITY" BUTTON WHEN ENTERING AN EVENT. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. BOLDDED/CAPITALISED WORDS ARE FOR EMPHASIS ONLY BUT DO NOT NEGATE OR DIMINISH THE IMPORTANCE OF THE OTHER AND/OR SURROUNDING TEXT.**

**WHERE THIS AGREEMENT IS CONCLUDED FOR AND ON BEHALF OF A MINOR AND/OR A PERSON WITHOUT FULL LEGAL CAPACITY, THE REPRESENTATIVE (/DIGITAL SIGNATORY) ACKNOWLEDGES THAT HE/SHE HAS THE NECESSARY LEGAL CAPACITY TO ACT ON BEHALF OF THAT PERSON AND THIS DOCUMENT SHALL BE READ ACCORDINGLY.**

**"I" FOR THE PURPOSE OF THIS DOCUMENT BEARS REFERENCE TO AND MEANS THE PARENT/GUARDIAN/REPRESENTATIVE AND THE MINOR CHILD/ATHLETE ON WHOSE BEHALF THIS WAIVER IS AGREED TO/ABIDED BY.**

- 1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.** I acknowledge that running, bicycling, swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental abilities and limits that carry with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the event, which I elect, of my own volition, to enter. I certify that I have not been advised against participation in the event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the event, or would interfere with my ability to safely participate in the event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with and/or during the event. I understand and acknowledge that there may be vehicular or pedestrian traffic on the course route, and I assume the risk of running, bicycling, swimming and/or other portions of this event and participating under these circumstances. I also assume any and all other risks associated with participating in this event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, fixed and temporary objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; the hazards that may be posed by spectators or volunteers, and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts and/or omissions, of the Free Persons, as defined herein. I understand that I will be participating in the Event at my own risk and that I am responsible for the risk of participation in the Event.
- 2. I UNDERSTAND AND ACKNOWLEDGE THE DANGERS** associated with the consumption of alcohol and/or drugs before, during and after the event and I recognise that consumption of alcohol and/or drugs might impair my health, judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs.
- 3. I WAIVE, RELEASE, AND FOREVER DISCHARGE** the event organiser, the race sanctioning body, event sponsors, event promoters, race directors, event officials, event staff, advertisers, property owners, administrators, contractors, vendors, volunteers, all other persons or entities involved with the event, and all provincial, city, town, local, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the event or segments of the event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Free Persons"), from

any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the event or my travelling to or from the event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Free Persons.

4. **I FURTHER UNDERTAKE and AGREE NOT TO SUE** any of the Free Persons for any of the Claims that I have waived, released, or discharged herein. **I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS** the Free Persons from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Free Persons, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the race sanctioning body's competitive rules, event organiser's rules and/or my actions or inactions which cause injury or damage to any other person.
5. **I AGREE TO READ AND ABIDE BY THE COMPETITIVE RULES** adopted by the race organiser and sanctioning body including any drug or doping control rules.
6. **I HEREBY CONSENT TO RECEIVE MEDICAL CARE** and treatment that may be deemed necessary and/or advisable in the event of injury, accident or illness to me while participating in the event rendered by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, I authorise the event organiser or any of its agents, employees, volunteers, affiliates and designees or sponsor of the event, or any event volunteer, to consent to such medical care and treatment. I understand that this authorisation is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the abovementioned persons may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Free Persons from all liability for such costs.
7. **I ACKNOWLEDGE AND AGREE** that the event organiser, in its sole discretion, may delay, modify, or cancel the event if it believes the conditions on the race day are unsafe. In the event the event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of event organiser, there shall be no refund of the entry fee or any other costs incurred in connection with and/or anticipation of the event including but not limited to travel, accommodation, equipment, foodstuffs, apparel and the like.
8. **I UNDERSTAND** that the event organiser reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any athlete at any time, and/or to disqualify any individual from the event. I expressly waive any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
9. **A LEGAL GUARDIAN** who signs this Agreement on behalf of an incapacitated and/or mentally challenged person hereby acknowledges that he or she has the legal capacity and authority to act on behalf of said person and to legally bind said person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Free Persons for any

expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of said person in the execution of this Agreement.

10. **IF ANY PROVISION** of this Agreement shall be deemed 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.

**I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY ABIDE BY THIS AGREEMENT- ALTERNATIVELY, THIS DOCUMENT WILL BE CONCLUDED BY AN AUTHORISED REPRESENTATIVE.**

**I HAVE HAD ADEQUATE OPPORTUNITY TO READ AND COMPREHEND THE CONTENTS OF THIS AGREEMENT AND I FULLY UNDERSTAND THE NATURE AND POTENTIAL EFFECT OF THE RISK I ASSUME BY ENTERING ANY EVENT ORGANISED BY TRINITY SPORTS.**

**IMPORTANT NOTICE FOR PARENTS, GUARDIANS OR REPRESENTATIVES:**

Parents, guardians or an otherwise duly authorised representative authorising another's participation in the event, which shall *prima facie* (on the face of it) be evidenced by their digital signature on this entry form (by way of clicking the "I agree to the risk and indemnity" button), hereby consent to such athlete being bound to the foregoing and further indemnify the Free Persons to the extent, if any, to which such minor is not capable of waiving his/her rights as stipulated above.