

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** *(To be executed by Participants over the Age of Majority)*

### **WARNING! By signing this document, you will waive certain legal rights. Please read carefully**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the instruction, activities, competitions, programs, and services of Triathlon Canada or Triathlon BC (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this document.

#### **Disclaimer**

2. Triathlon Canada and Triathlon BC, and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

#### **Description and Acknowledgement of Risks**

3. I understand and acknowledge that

- a.) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
- b.) The Organization has a difficult task to ensure safety and it is not infallible.

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:

- a.) Swimming, biking and running;
- b.) Dehydration, vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- c.) Executing strenuous and demanding physical techniques;
- d.) Exerting and stretching various muscle groups;
- e.) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
- f.) Abrasions, sprains, strains, fractures, or dislocations;
- g.) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- h.) Mounting, dismounting or falling off a bicycle;
- i.) Falls to the ground due to uneven or irregular terrain or surfaces;
- j.) Failure to act safely or within my own ability or within designated areas;
- k.) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- l.) Contact, colliding, falling or being struck by equipment, other participants, or equipment;
- m.) Spinal cord injuries which may render me permanently paralyzed; and
- n.) Other risks and social and economic losses, not known or reasonably foreseeable;
- o.) Negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

I have read and agree to be bound by paragraphs 3-4

## Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a.) That I am the age of majority in my province or territory;
  - b.) I am an Annual Registrant of Triathlon Canada and/or registered with a Provincial/Territorial Triathlon Canada Member (“PSO Member”), or the Triathlon Canada National Performance Centre.
  - c.) Information, instructions and content delivered as part of online training is provided on the condition that it will not be the basis of any claim, demand, or cause for action. I waive any and all claims that I may have against Triathlon Canada and/or Triathlon BC that are related to the online training platform;
  - d.) If I act on the information, instructions, or content of online programming (such as by performing actions, stretches, routines, or maneuvers) I do so **voluntarily** and at my own risk;
  - e.) I am responsible for ensuring my physical environment and location is free from hazards, equipment, or other item or factor that may cause me harm;
  - f.) The Organization is not responsible for any privacy breaches, hacking, technology malfunction or damage to any individual who participates in the online training;
  - g.) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition; and
  - h.) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself.

## Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- a.) That the sole responsibility for my safety remains with me;
  - b.) To ASSUME all risks arising out of, associated with or related to my participation;
  - c.) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - d.) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
  - e.) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - f.) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - g.) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read and agree to be bound by paragraphs 5-6

**Acknowledgement**

7.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, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

8.By typing in your name below and clicking the "I Agree" icon, you agree to be bound this Legal Agreement.

\_\_\_\_\_ I AGREE \_\_\_\_\_  
Name of Participant (Please Print) Date  
  
\_\_\_\_\_  
Signature

**COVID-19 Declaration**

By signing below, the Participant (named above) and/or the Participant’s Guardian represents that the Participant:

- 1. Has not travelled internationally during the last 14 days;
- 2. Has not visited a COVID-19 high risk area, region or location in Canada during the last 14 days;
- 3. Does not knowingly have COVID-19;
- 4. Is not experiencing known symptoms of COVID-19, such as fever, cough, or shortness of breath, and if experiences such symptoms during the Event will immediately depart from the Event;
- 5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
- 6. Follows government recommended guidelines in respect of COVID-19, including practicing physical distancing, and will do so to the best of the Participant’s ability during the Event.

In addition, by signing below the Participant and/or the Participant’s Guardian understands, acknowledges and assumes the inherent risks in participating in the Event, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers (together, the "Organization"); negligence or omission of the Organization (collectively, the "Risks").

\_\_\_\_\_ I AGREE \_\_\_\_\_  
Name of Participant (Please Print) Date  
  
\_\_\_\_\_  
Signature