

SAN DIEGO TRIATHLON CHALLENGE 2011

Drivers License # _____

Race Bib # _____

ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY ("Waiver and Release") BEFORE SIGNING:

I acknowledge that participating in a triathlon, a multi-sport event or an organized sporting event, such as the San Diego Triathlon Challenge, (the "Event") IS AN EXTREME TEST OF A PERSON'S PHYSICAL AND MENTAL CAPABILITIES AND CARRIES WITH IT A RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY LOSS. I certify that I am physically fit, have properly trained for participation in the Event, and have not been advised against participation by a qualified health professional. I acknowledge and understand that the willingness of Challenged Athletes Inc., a California public benefit corporation doing business as the Challenged Athletes Foundation, (the "Foundation") and the various Event sponsors, organizers and administrators of the Event (collectively, the "Organizers") to permit my participation in the Event is expressly conditioned on my execution and delivery of this Waiver and Release, and I further acknowledge that the Foundation and Organizers will rely upon the statements made by me herein.

I HEREBY EXPRESSLY ASSUME THE RISKS ASSOCIATED WITH MY PARTICIPATING IN THE EVENT including, but not limited to: falls; crashes; drowning, hazards posed by spectators or other participants; the effects of the weather (including temperature extremes and humidity); defective equipment; the surface condition of the roads and sidewalks; the danger of collision with pedestrians, vehicles, other Event participants, and fixed or moving objects; and water conditions and hazards (both surface and subsurface), all such risks being understood and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the Released Parties (defined below) or of other persons or entities. I am familiar with and shall use the safety equipment customarily used by participants in organized sporting events such as the Event, and I EXPRESSLY ASSUME THE RISKS ASSOCIATED WITH my failure to use such safety equipment or my use of defective or inappropriate safety equipment. I acknowledge that the Event WILL NOT BE CLOSED TO TRAFFIC, and that the risks posed by the Event include but are not limited to those caused by actions of other people including without limitation operators of motor vehicles, operators of ocean-going vessels, other swimmers, spectators and other participants on the Event course and I EXPRESSLY ASSUME THE RISKS ASSOCIATED WITH an organized triathlon conducted under such conditions.

In consideration for allowing me to participate in the Event, on behalf of myself, my successors and assigns, my administrators and anyone else who may sue on my behalf, I acknowledge the following: (1) I shall abide by any decision of an Event official relative to my ability to complete this Event safely and I further agree that Event officials or Event volunteers may, but are not obligated, to authorize necessary emergency treatment for me during the course of the Event; (2) I acknowledge that the bicycle portion of the Event is a bicycle ride and not a bicycle race and that no other portion of the Event constitutes a race; (3) I shall observe and obey all traffic laws, signs and signals along the Event course, and I shall observe and obey all laws posted in and around the water; (4) I shall immediately contact the Foundation should any qualified health professional advise that I not participate in the Event; and (5) I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES (DEFINED BELOW) FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DEBTS, LIENS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND AND WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY (COLLECTIVELY, "CLAIMS") WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENT, INCLUDING, WITHOUT LIMITATION, MY TRAVELING TO AND FROM THE EVENT.

FOR THE PURPOSES OF THIS PARAGRAPH, THE TERM "RELEASED PARTIES" SHALL REFER TO EACH OF THE FOLLOWING PERSONS AND ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AFFILIATES AND ASSIGNS: THE FOUNDATION, ORGANIZERS, EVENT PRODUCERS, EVENT DIRECTORS AND ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, INCLUDING ANY COUNTY, CITY, MUNICIPALITY OR UNINCORPORATED AREA WITHIN THE STATE OF

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CALIFORNIA THAT MAY HAVE JURISDICTION OVER THE EVENT, INCLUDING, WITHOUT LIMITATION, THE CITY AND COUNTY OF SAN DIEGO, THE CITY OF CARLSBAD, THE CITY OF ENCINITAS, THE CITY OF SOLANA BEACH, AND THE CITY OF DEL MAR.

I FURTHER COVENANT AND AGREE NOT TO SUE THE FOUNDATION OR ANY OF THE RELEASED PARTIES FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED OR DISCHARGED IN THIS WAIVER AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM, DIRECTLY OR INDIRECTLY, (A) MY ACTS OR OMISSIONS AND (B) MY BREACH OR FAILURE TO COMPLY WITH ANY PROVISION OF THIS WAIVER AND RELEASE.

I understand the Challenged Athletes Foundation and the San Diego Triathlon Challenge Committee provide a fenced transition area with security personnel, but they cannot guarantee that any item in the area, or at the entire venue, can be 100% supervised to prevent theft or damage to any participant's possessions.

I hereby irrevocably grant permission to the Foundation and Organizers to use of my name and/or likeness relating to my participation in the Event and I hereby waive all rights to any compensation to which I may otherwise be entitled as a result of the use of my name and/or likeness.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS WAIVER AND RELEASE AND I UNDERSTAND ITS CONTENT.

[Signature] Date: _____

[Print Name]

MINOR

The undersigned _____ (print name) [parent or guardian] is the parent and(or) legal guardian of _____ (print minor's name) ["Minor"] and hereby acknowledges that he/she has executed this Waiver and Release for and on behalf of the Minor. As the parent or legal guardian of the Minor, I represent that I have the legal capacity and authority to act for and on behalf of the Minor and agree to indemnify and hold harmless the Foundation and the Released Parties for any Claims resulting from this representation.

[Signature] Date: _____

[Print Name] [Relationship to Minor]

Waiver and Releases from minors will only be accepted with a parent or legal guardian's signature.

Emergency Information

Please provide a contact name and cell phone number of someone who will be at the race site on Sunday and can be contacted in case of an emergency.

[Name] [Alternate Name]

[Cell Phone Number] [Alternate Cell Phone Number]