

ONE TIME USE FOR NON MEMBER PARTICIPANTS
BARRIE BAYDOGS TRIATHLON CLUB INC
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING!

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

EVENT / ACTIVITY: _____ ROUTE #/ LOCATION: _____ DATE: _____, 201__

This is a one time use binding legal agreement. As a NON-MEMBER participant in the activities of Barrie Baydogs Triathlon Club Inc (hereinafter BBTC), the undersigned acknowledges and agrees to the following terms:

Description of Risks:

1. In consideration of my one time participation in activities and events of the BBTC, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such activities. 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) Entering the water by either diving or jumping, and or extended time in water and underwater;
 - e) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - f) Mounting, dismounting or falling off a bicycle;
 - g) Falling or colliding with the ground, equipment or with other participants; Falling due to uneven or irregular terrain or surfaces;
 - h) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - i) Contact or being struck by other participants, spectators, equipment or vehicles;
 - j) Travel to and from events which are an integral part of the Barrie activities.

2. Furthermore, I am aware:
 - a) That injuries sustained can be severe, including injuries which may render me permanently paralyzed;
 - b) That I may experience anxiety while challenging myself during the activities;
 - 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
 - e) That my risk of injury increases as I become fatigued.

Release of Liability and Disclaimer:

3. In consideration of BBTC allowing me to participate, I agree:
 - a) 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;
 - b) To be solely responsible for any injury, death, loss, including loss of income or damage that I might sustain while participating;

BBTC Waiver:

4. IN CONSIDERATION of my participation in the activities of the Barrie Baydogs Triathlon Club (BBTC), I, for myself, my heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE, SAVE HARMLESS AND INDEMNIFY AND FOREVER DISCHARGE BBTC and their respective directors, officers, committee members, members, employees, coaches, contractors, representatives volunteers, officials, judges, participants, sponsors, facilities where the activity occurs, agents, successors and assigns FROM ANY AND ALL liability, claims, demands, damages, judgments, executions, costs, expenses, actions, and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation in any BBTC activity whether prior to, during or subsequent to any such activity AND NOTWITHSTANDING that some may have been contributed to or occasioned by the NEGLIGENCE, breach of contract or breach of any statutory duty of care of any of the aforesaid.
5. I also hereby agree and consent to the use of my name and image(s) and digital photograph(s) of myself in whole or in part by BBTC for, but not limited to, advertising purposes on BBTC literature and affiliated websites including social networking websites.
6. I further consent to the BBTC the right to retain this waiver form indefinitely, and further consent to allow the BBTC to disclose this form to third parties including TRIATHLON ONTARIO.

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, executors, administrators and representatives.

Print Name of Participant

Signature of Participant

Date

Print Name of Witness

Signature of Witness

Date