

ALL ATHLETES MUST READ AND SIGN. PLEASE READ CAREFULLY BEFORE SIGNING
ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY

For and in consideration of permitting _____ (participant's name) to enroll and participate in the "David Hancock Triathlon", organized and sponsored in part by David Hancock and Scott Crawford, as individuals, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to the undersigned arising out of the participation in said sport or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and the undersigned does for himself/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharges and relinquishes any action or cause of action, aforesaid, which may hereafter arise from himself/herself and for his/her heirs, executors, administrators or assigns shall not present or prosecute any claim for personal injury, property damage or wrongful death against either the David Hancock Triathlon, David Hancock, individually, Scott Crawford, individually, or any other participant thereof, agent, servants, employees, or officials (hereinafter referred to as "releasees") for any of said causes of action whether the same shall arise by the negligence of any said persons or otherwise.

The undersigned acknowledges that the David Hancock Triathlon is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The undersigned further acknowledges and understands the inherent dangers of swimming in open water, and hereby certifies his/her ability to complete the swim portion of this event without the use of a wetsuit. The undersigned further certifies that he/she is physically fit, has sufficiently trained for participation in this event and has not been advised otherwise by a qualified medical person. The undersigned acknowledges that there may be traffic or persons on the course, and assumes the risk of swimming, biking, running, or participating in any other event affiliated with releasees.

The undersigned further acknowledges, understands and assumes the risk inherent in a triathlon and/or each of the individual events and understands that said sports entail risks to his/her person and property and the undersigned is participating with full knowledge of said risks. The undersigned also acknowledges, understands and assumes the risks, if any, arising from the conditions of the various triathlon events and their respective venues, grounds, and parking lots and acknowledges and understands that included within the scope of said waiver and release is any action or causes of action arising from the performance, or failure to perform, maintenance, inspection, supervision, control or security of said areas and for the failure to warn of dangerous conditions existing on or near said locations or for any action or causes of action for negligent supervision or selection of officials, spectators, participants or coaches.

The undersigned, for himself/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for the undersigned personal injury, property damage or wrongful death shall be prosecuted against releasees he/she shall indemnify and save harmless releasees from any and all claims or causes of action by whomever or whatever made or presented for the undersigned's personal injuries, property damage or wrongful death.

Under penalty of perjury, the undersigned acknowledges that he/she has read the foregoing paragraphs and has been fully and completely advised concerning same and is fully aware of the legal consequences of signing this document.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND UNDERSTAND ITS CONTENTS.

Printed Name _____

Signature _____ Date _____

For persons under 18 years of age, a parent or legal guardian must sign the above acknowledgment, waiver, and release from liability and complete the following section.

I, the undersigned _____ (parent/guardian), the parent and natural guardian of _____ (minor's name) hereby acknowledge that he/she has executed the foregoing acknowledgment, waiver and release from liability for and on behalf of the minor named herein. As the natural or legal guardian of such minor, the undersigned hereby binds myself, the minor and our executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing acknowledgment, waiver and release from liability. The undersigned represents that he/she has the legal capacity and authority to act for and on behalf of the minor named herein, and agrees to indemnify and hold harmless releasees for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing acknowledgment, waiver and release from liability or in the execution of this Consent.

The undersigned hereby authorizes any licensed physician, emergency medical technician, hospital or other medical or health care facility ("Medical Provider") to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to the David Hancock Triathlon or its releasees. The undersigned authorizes any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. The undersigned consents to the administration of anesthesia as deemed advisable during the course of such treatment. The undersigned realizes and appreciates that there is a possibility of complications and unforeseen consequences in any medical treatment, and assumes any such risk for and on behalf of myself and said minor. The undersigned acknowledges that no warranty is being made as to the results of any medical treatment NOTE: Parent/guardian must also sign above.

Parent/Guardian Signature _____ Relationship to Minor _____ Date _____