

## RELEASE OF LIABILITY AND ASSUMPTION OF RISKS - MISSION BAY TRIATHLON

**ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING ALL RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM ALL LIABILITY TOBIAS PANEK, CARRIE PANEK AND GRANFONDO CYCLING TOURS INC, LIFE SPORTS FOUNDATION, KOZ EVENTS, AND THEIR RESPECTIVE EMPLOYEES, EVENT LEADERS, VOLUNTEERS, SPONSORS, PROMOTERS, AFFILIATES, ALL CITY, COUNTY AND STATE AGENCIES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT TRIATHLON AND ALL SPORTING ACTIVITIES ARE AN INHERENTLY DANGEROUS SPORTS AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, man hole covers, road surface cracks and gaps, equipment failure, inadequate safety equipment, rocks and trail hazards, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with triathlon.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the EVENT will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually race and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and my conduct. I will ride wearing a helmet at all times, one that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I agree that GranFondo Cycling Tours, KOZ Events, Life Sports Foundation, the Event Leaders and Releasees are not responsible for providing medical care for participation in any and all EVENT AND EXPO activities. I understand and agree that in case of medical emergency every reasonable effort will be made to ensure the health and well-being of participants by contacting emergency medical personnel. The cost of emergency medical treatment, including transportation, will be the responsibility of the individual participant. The event staff retains the right to disqualify anyone at any time during the event if the Event staff feels it is a medical necessity or in the interest of the safety of the group or any participants. Refunds are not given in such circumstances. Medical, Personal, Event and Race Insurance is Highly Recommended.

I understand and agree that situations may arise beyond the control of the Releasees that may change or cancel the routes and or distances, or prevent any special guests, including any professional and former professional athletes, from appearing at the event despite any claims made prior to the event or in the event ads, websites, emails and descriptions. All registrations are non-refundable and non-transferable. I agree to allow GranFondo Cycling Tours, KOZ Events, Life Sports Foundation and affiliates to use any photographs or videos of me or written or oral comments made by me in connection with any advertising or publicity by GranFondo Cycling Tours dba KOZ Events without compensation. I agree to be included on any email or direct mail advertising and newsletters. I agree to accepting SMS text messaging for notifications and advertising.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

If the signor is a parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity.

ATHLETE OR PARENT GUARDIAN SIGNATURE (Less than 18 years old)

Print Name and Bib # \_\_\_\_\_

Signature and Date \_\_\_\_\_

☐ Check if legal guardian