



DRK Peak Performance, Stellar Endurance & Tri With Skye
WAIVER OF LIABILITY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of acceptance of this entry or of my being permitted to take part in any event of which Stellar Endurance, Tri With Skye, or DRK Peak Performance is associated with, I, for myself, my heirs, executors, administrator, successors and assigns, waive, release and discharge all claims for damages resulting from death, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of my participation in this club or any events or activities associated with team. I understand this release is intended to discharge and release, in advance, Stellar Endurance, Tri With Skye or DRK Peak Performance, its members and their respective agents, officers, officials, servants and representatives, and any involved municipalities and their respective agents and employees from and against any and all liability arising out of or connected in any way with my participation in events or activities even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

I understand that serious accidents occur during bicycling, swimming, running, and related activities. I further understand that participants in such events occasionally sustain serious personal injury, death and/or property damage as a consequence of that participation. For example, and for the purposes of example only, I am aware that a bicycle may impact another and that the rider may fall and be injured as a result, a swimmer may sustain injury in the open water by a fishing boat, or slip on a pool deck, a runner may trip over debris and sustain injury, and that being present at an event where people participate in athletic events, those people may collide with others. Nevertheless, knowing the risks of participating or being present during a swimming, bicycling, running, or related activity, I, for myself, my heirs, executor, administrators, successors and assigns hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned above who, through their negligence or carelessness, might otherwise be liable to me for damages.

I understand by signing this agreement that I am committing myself and any other person(s) to a membership with the team that runs from December 1, 2019 through November 30, 2020. I acknowledge that if I choose the monthly membership fee I am allowing DRK Peak Performance to auto-draft my monthly fee on the first of every month. If a member decides to terminate their membership prior to November 30, 2020 they will be charged a one-time fee of the triathlon uniform or running uniform valued at \$180 (in addition to any monthly fees that were paid prior). If a member pays the one-time annual fee there is no recourse on those fees. If a member signs up after December they will pay the no uniform option OR if a member wants a uniform they may choose to pay a "catch-up" option, which will pay for the month(s) missed. This option will only be available until the initial order is made in January. After that date, the ONLY option available will be the no uniform option.

(continued on following page)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND STELLAR TRIATHLON CLUB AND DRK PEAK PERFORMANCE AND SIGN IT OF MY OWN FREE WILL. PRIOR TO SIGNING THIS AGREEMENT, I MAY CONSULT WITH AN ATTORNEY. FURTHER, I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I MAY BE SURRENDERING CERTAIN LEGAL RIGHTS.

NOTE: Signature of parent or guardian required for riders under 18 years of age. Minors are encouraged to carry a "Medical Release" form.

PRINTED NAME

SIGNATURE

DATE

EMERGENCY CONTACT

PHONE

RELATIONSHIP