

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

All members (and parents or guardians if member is below the age of 18) are required to agree to this waiver which covers all sanctioned Santa Barbara Triathlon Club ("SBTC") activities. Members must take steps to thoroughly familiarize themselves with the inherent risks and conditions associated with participation in the sport of triathlon.

PLEASE NOTE: BY SIGNING BELOW YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In consideration of the SBTC accepting this membership, and recognizing the inherent risks and conditions associated with participation in the SBTC and its events, including permanent injury or death, I hereby release, waive and agree not to sue, and further agree to indemnify, defend and hold harmless the following parties: SBTC and each of its respective officers, directors, members, agents and volunteers (individually and collectively, the "Released Parties") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in SBTC and its events, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by agreeing to it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have agreed to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my agreement to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.