

WAIVER AGREEMENT

2019 World Triathlon Series Edmonton, Alberta

This is an important document. By signing it you are affecting your legal rights. You must read it carefully and understand it before signing.

It is a condition of your entry to and your participation in the 2019 World Triathlon Series Edmonton (WTSE) that you read and sign this document.

DEFINITIONS

1. For the purposes of this document, the "Race Organizers" means 2019 World Triathlon Series Edmonton., a corporation duly incorporated under the laws of the Province of Alberta; "City of Edmonton" means the municipal corporation of the City of Edmonton, a municipality within the Province of Alberta; the "International Triathlon Union" (the "ITU"); Triathlon Canada; race officials; medical staff and volunteers; and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities.

PHYSICAL HEALTH

2. I acknowledge and certify that:
 - i) Participation in triathlons is an extreme test of a person's physical and mental limits, and carries with it the potential for death, serious personal injury, and/or property loss.
 - ii) I am physically fit and have no pre-existing medical conditions which will negatively affect or impede my ability to compete in WTSE, and have sufficiently trained to participate in WTSE, and have not been advised against participation in WTSE specifically, or triathlons, or athletic activity in general, by a qualified health professional.
 - iii) I have completed the medical disclosure form attached to this waiver accurately, honestly, completely and to the best of my ability.

ACKNOWLEDGEMENT OF RISK

3. In consideration of being permitted to participate in WTSE, I acknowledge, agree and certify the following:
 - 3.1 I acknowledge that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards.
 - 3.2 I know of and appreciate all the risks associated with swimming, cycling and running, and all other risks associated with participating in WTSE, and I accept and assume them of my own free will.

These risks include but are not limited to:

 - i) falls, collisions, contact or crashes with other participants, race officials, volunteers, spectators, boats, course markers or other obstacles or hazards;
 - ii) the effects of inclement weather including rain, heat or humidity and lightning strikes;
 - iii) defects in my personal equipment or equipment provided by Race Organizers;
 - iv) the conditions of the course including roads and footpaths; and
 - v) hazards that may be posed by the presence of spectators or people and/or vehicles, objects or materials involved in or contributing to the conduct of or organization of WTSE.
 - 3.3 I further acknowledge the risk that the Race Organizers or individuals participating in controlling, officiating or involved in or contributing to the conduct of or organizing or watching WTSE may act in a way which may result in harm or injury to me or my property. These risks are known and appreciated by me and I accept them of my own free will.

CONSENT TO MEDICAL TREATMENT

4. I consent to the administration to me of first aid, emergency or other medical treatment, including physiotherapy and massage, for the purposes of treating or relieving injuries or physical harm that I may suffer as a consequence of my participation in WTSE. I authorize licensed medical practitioners and hospitals or other medical or health care facilities to perform all medical procedures which they may consider, in their professional opinion, acting reasonably and in good faith, medically advisable to attempt to treat or relieve such injuries, including but not limited to the administration of anesthesia and provision of blood transfusions. I realize and appreciate there is a possibility of complications and unforeseen consequences in any medical treatment which I may receive and I assume that risk. I acknowledge that no representations or warranties are made as to the results of any medical treatment.

INDEMNIFICATION

5. I waive, release, and discharge the City of Edmonton, Race Organizers, their representative officers, directors, agents, employees, contractors, partners, sponsors and any medical staff or volunteers and any individuals participating in, controlling, officiating, involved in or contributing to the conduct or organizing or watching WTSE from any and all claims, losses, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs, and expenses caused by liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage or any kind, including economic loss, which may exist or arise in the future due or relating to my participation in or my travelling to and from WTSE, or arising out of the risks I have assumed in participating in WTSE as set out above whether or not caused by negligence, recklessness or willful misconduct of any person.
- 5.1 I agree not to sue or make any claim against any of the City of Edmonton and Race Organizers for any of the claims, losses or liabilities that I have waived, released or discharged in this document.
- 5.2 I indemnify, defend and hold harmless the City of Edmonton and Race Organizers from any and all claims made by me or liabilities assessed against the City of Edmonton and Race Organizers as a result of:
 - i) my actions or inaction;
 - ii) the actions, inaction, recklessness, willful misconduct or negligence of others including the City of Edmonton and Race Organizers;

- iii) the conditions of the facilities, equipment or areas where WTSE or other associated activities are being conducted;
- iv) implementation of the ITU Competition Rules; or
- v) any other cause arising from an occurrence related to WTSE.

5.3 By signing this document, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

SUBMISSION TO RULES

6. I agree to abide by the Competition Rules adopted by the ITU, including the Medical Control Rules as they may be amended from time to time, and I acknowledge that my entry to WTSE may be revoked or suspended for violation of the Competition Rules. The current ITU Competition Rules are available at <www.triathlon.org>.

JURISDICTION

- 7. The courts of the Province of Alberta shall have jurisdiction to entertain any complaint, demand, claim or cause of action whether based upon alleged breach of contract or alleged negligence arising from the treatment I may receive.
- 7.1 This waiver shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 7.2 I agree that if I commence any legal proceedings, I will commence them in the Province of Alberta and only in the Province of Alberta, and I hereby submit to the jurisdiction of the courts of the Province of Alberta, judicial district of Edmonton.

MEDIA CONSENT

8. I consent to photographs/videos to be taken at the event to be used on the World Triathlon Series Edmonton website, social media and other promotional material.

EXECUTION OF WAIVER

For persons eighteen (18) years of age or older, please sign the following waiver.

I CONFIRM THAT:

- 8.1 I AM EIGHTEEN (18) YEARS OF AGE OR OLDER;
- 8.2 I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS; AND
- 8.3 I AGREE TO ENTER INTO THE WCTEE AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

For persons under eighteen (18) years of age, please have a parent or legal guardian sign the following waiver.

I CONFIRM THAT:

- 8.1 I AM EIGHTEEN (18) YEARS OF AGE OR OLDER;
- 8.2 I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS;
- 8.3 I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED IN THIS DOCUMENT (THE "MINOR");
- 8.4 I ACKNOWLEDGE THAT I HAVE EXECUTED THIS WAIVER FOR AND ON BEHALF OF THE MINOR; AND
- 8.5 I BIND MYSELF AND THE MINOR IN RELATION TO ALL THE MATTERS REFERRED TO IN THIS DOCUMENT.

MINOR'S NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

RELATIONSHIP TO MINOR: _____

DATE: _____

MEDICAL DISCLOSURE SECTION

Race #	Medical Information	Signature/Initial
	None _____ Refuse disclosure? _____	
	Life Threatening Medical Conditions	

	Allergies		
	Medications		