



## 2019 ALBANY COMMUNITY TRIATHLON, September 29, 2019 Waiver of Liability, Indemnification Agreement and Photo Release (please read before signing)

I acknowledge that the Albany Community Triathlon (ACT) athletic event in Albany, California, **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 risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, and/or producers of the ACT, and lack of hydration, I hereby assume all of the risks of my or my child's participation in the ACT. I certify that I am or my child is physically fit, have sufficiently trained for participation in the ACT and have not been otherwise advised against participating by a qualified medical person.

I acknowledge that this WAIVER AND RELEASE OF LIABILITY (WRL) FORM will be used by the ACT holders, sponsors and organizers, in which I may participate and that it will govern my or my child's actions and responsibilities at said event. In consideration of my or my child's application and permitting me or my child to participate in event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**Waiver, Release, and Discharge from any and all liability** for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event THE FOLLOWING ENTITIES OR PERSON(S): The City of Albany, Albany School District, Albany Athletic Boosters, Albany Aquatic Center, ACT organizers, and their officers, employees, agents, directors, volunteers, and elected and appointed officials; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my or my child's actions during this event.

**I hereby consent to receive medical treatment** for myself or my child, which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, **I may be photographed or filmed.** I agree to allow my or my child's photo, video, audio, or film likeness recorded while participating in or attending the ACT to be used for advertising, trade or any other lawful purposes by the ACT event holders, producers, agents, organizers and/or assigns. I waive all rights of privacy or compensation, which I may have in connection with such use of my picture, image, likeness, actions, voice, video footage I am featured in, including composite or altered representation.

This WRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE UNDERSIGNED PARENT AND NATURAL GUARDIAN OR LEGAL GUARDIAN DOES HEREBY REPRESENT THAT HE/SHE IS, IN FACT, ACTING IN SUCH CAPACITY AND AGREES TO SAVE AND HOLD HARMLESS AND INDEMNIFY EACH AND ALL OF THE PARTIES REFERRED TO ABOVE FROM ALL LIABILITY, LOSS, COST, CLAIM OR DAMAGE WHATSOEVER WHICH MAY BE IMPOSED UPON SAID PARTIES BECAUSE OF ANY DEFECT IN OR LACK OF SUCH CAPACITY TO SO ACT AND RELEASE SAID PARTIES ON BEHALF OF THE MINOR AND THE PARENTS OR LEGAL GUARDIAN.

I UNDERSTAND THAT BY AGREEING TO THIS WAIVER I AM FREEING THE ACT ORGANIZERS FROM ANY LIABILITY RESULTING FROM MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES AND EVENTS REGISTERED. I RECOGNIZE THAT THESE ACTIVITIES AND EVENTS CAN BE DANGEROUS TO ME OR MY CHILD AND ACCEPT THOSE DANGERS. I UNDERSTAND THAT IF I AM OR MY CHILD IS INJURED, THIS WAIVER WILL BE USED AGAINST ME AND ANYONE ELSE CLAIMING DAMAGE BECAUSE OF MY OR MY CHILD'S INJURY IN ANY LEGAL ACTION. I ALSO UNDERSTAND THAT NO ACT ORGANIZER OR AGENT IS AUTHORIZED TO MODIFY THIS WAIVER.

*(SIGN ON REVERSE)*

I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTAND THIS WAIVER AND RELEASE.

Failure to return timing equipment (timing chip ankle strap) will result in a \$60.00 penalty payable to the Albany Athletic Boosters.

Print Athlete Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of legal guardian if participant is under 18 years old)

Print Guardian Name: \_\_\_\_\_