

GOLD COAST TRIATHLON CLUB WAIVER & RELEASE

I assume the risks of participating in the Gold Coast Triathlon Club. I acknowledge that physical exercise can be strenuous and subject to risk of death, serious injury and property loss. I certify that I am in good health and that I am physically able to participate in physical activity, including strenuous physical activity. I certify that I have not been advised by a qualified medical professional that I suffer from any physical impairment, which limits my participation in physical activity. I acknowledge that the Gold Coast Triathlon Club (hereinafter the "Club") urges me to obtain a physical examination from a qualified medical professional before participating in any exercise activity. _____(initial)

I agree that I chose to voluntarily participate in Club sponsored athletic or social functions and assume all risks of injury, illness, or death. Participating in any Club sponsored training or social function is done so entirely at my own risk. I also acknowledge that the Club is not responsible for any loss of my personal property. _____(initial)

In consideration of becoming a Club member I, along with my executors, administrators, heirs, successors and assigns, hereby irrevocably agree to the following terms and conditions:

1) I agree to abide by the Competitive Rules adopted by USA Triathlon and the International Triathlon Union, as they may be amended from time to time, as well as any rules adopted by the Club, and acknowledge that failure to comply with said rules or conduct that is deemed dangerous and/or reckless by the Club is grounds for immediate membership termination. _____(initial)

2) I hereby authorize the Club to disclose my membership and photographs in any advertising, marketing and/or promotional materials, to any newsletters, newspapers, periodicals, sponsors or the like. _____(initial)

3) I hereby completely and fully release and discharge the Club, its executors, administrators, directors, officers, agents, members and volunteers from any and all claims or causes of action, for negligence, personal injury or property damage, including claims for personal injury, property damage, theft or loss of any kind, which arises out of or relates to my membership, my participation in or my traveling to and from any Club sponsored athletic or social function. _____(initial)

4) It is further agreed and understood that I will protect, indemnify and save the Club, its executors, administrators, directors, officers, agents, members and volunteers from any claims, demands or obligations, which arise from my membership, my participation in or my traveling to and from any Club sponsored athletic or social function. I acknowledge that I will satisfy all such claims and thereby will indemnify and hold the Club and its executors, administrators, directors, officers, agents, members and volunteers harmless. _____(initial)

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I further acknowledge that I have had the opportunity to discuss same with legal counsel and have voluntarily agreed to sign the release and waiver and agree to be bound thereby. _____(initial)

This waiver and release form shall be construed and interpreted according to New Jersey law. If any portion or section is deemed invalid, such invalidity shall not affect the enforceability of the remaining terms herein.

Signed: _____

Printed Name: _____

Date: _____