

READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

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**Kiwanis for Kids Triathlon Participant Agreement Release and Indemnity**

THIS RELEASE MUST BE SIGNED BY EACH PARTICIPANT-CHILD AND THE PARENT AND OR LEGAL GUARDIAN OF THAT PARTICIPANT, JOINTLY AND SEVERALLY ON BEHALF OF EACH.

In consideration for the acceptance of the Participant's application to enter the Kiwanis for Kids Triathlon (the Event) for ourselves and all those who may derive rights from us, \_

- I. We
  - a. Agree to comply with all the rules, regulations and instructions (and any decisions or interpretations based thereon) of the EVENT as may be established from time to time by its producers, sponsors or directors.
  - b. Hereby release, discharge and agree to indemnify, defend and forever hold harmless Sara Lee Food & Beverage, Inc. event producers, event promoters, event service providers, the parents, subsidiaries, affiliated companies, successors, assignees, licensees, representatives and other designees and the directors, officers and employees of each; the presenting sponsor and any national or local sponsors. The Kiwanis for Kids Triathlon, its Event committee, directors, officers, members, volunteers, employees, agents, sponsors and hosts; the host city and any and all of its agencies, employees, and political subdivisions; and all parties who derive rights from each of the foregoing (collectively, "Releasees") from and against all known or unknown claims, demands and causes of action that we or either of us had, now have or may have, whether for death, personal injury or property damage, directly or indirectly attributable to or arising or resulting from our presence at or participation in or medical treatment received in connection with the EVENT and its related activities, together with any costs incurred by Releasees, including but not limited to reasonable attorney fees and cost of medical treatment in connection therewith.
- II. We
  - a. Agree that we have the sole responsibility for our personal possessions and athletic equipment during the EVENT and its related activities.
  - b. Acknowledge that participation in the EVENT will involve swimming, bicycle riding and running, consecutively and that participation in the EVENT is physically and mentally strenuous and a potential hazard with risks of accident or injury.
  - c. Agree that PARTICIPANT may receive medical treatment in the event of injury, accident and/or illness of the PARTICIPANT during the EVENT or any activity related to it, and that payment for any such medical treatment (emergency medical treatment included) received and any expenses incurred shall be the sole responsibility of the parent or legal guardian of the PARTICIPANT.
  - d. Consent to free and unrestricted use of our names and/or likenesses (or portions thereof) in any photographs, radio, television, or Internet broadcast, video tapes, motion pictures, recording or any other record of this EVENT for any purpose.
  - e. Consent to the EVENT Committee's right to cancel the EVENT or change the EVENT distances and dates particularly if weather or water conditions should prove adverse to participants on the date of the EVENT.
  - f. Agree that in the event of cancellation of the EVENT due to a storm, rain, inclement water, weather or wind conditions or other conditions beyond control of Releasees, the entry fee paid by or on behalf of the PARTICIPANT is nonrefundable.
  - g. Agree that the parent or legal guardian of the PARTICIPANT who signs this release will be present with the PARTICIPANT at all times during the EVENT and will be responsible for the PARTICIPANT'S conduct, personal well-being and property.

III. THE UNDERSIGNED REPRESENT THAT THE PARTICIPANT IS PHYSICALLY FIT AND HAS SUFFICIENTLY TRAINED FOR THIS COMPETITION; THAT THE PARTICIPANT HAS NO PHYSICAL OR MENTAL DISABILITY NOR IS THE PARTICIPANT UNDER ANY MEDICAL TREATMENT WHICH WOULD IN ANY WAY JEOPARDIZE HIS/HER PHYSICAL AND MENTAL HEALTH CONDITION OR SAFETY DUE TO PARTICIPATION IN THE EVENT AND ITS RELATED ACTIVITIES.

IV. THE UNDERSIGNED REPRESENT THAT THE PARTICIPANT, AT HIS OR HER OWN TIME AND EXPENSE, HAS UNDERTAKEN TO HAVE THE BICYCLE HE OR SHE WILL USE IN THE EVENT INSPECTED BY A QUALIFIED MECHANIC WITHIN TEN (10) DAYS PRIOR TO THE EVENT FOR SAFE OPERATION; THAT THE BICYCLE IS IN FACT ROADWORTHY AND IN SAFE OPERATING CONDITION; THAT THE BICYCLE POSES NO THREAT TO THE SAFETY OF ITS OPERATOR OR ANY OTHER PARTICIPANT DUE TO ITS STATE OF REPAIR, MAINTENANCE OR MECHANICAL CONDITION; THAT THE BICYCLE COMPLIES WITH ALL EVENT SPECIFIC EQUIPMENT RULES.

- V. We represent that each of us has read this Release and have a complete understanding of its terms and that we freely accept same without any reservation.

**CAUTION! READ BEFORE SIGNING!**

Typed or printed name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Written signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed or typed name of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Written signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_