

2010 PIRATE TRI AT POINT SEBAGO WAIVER

PLEASE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL) BEFORE REGISTERING

I acknowledge that a triathlon 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. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THIS TRIATHLON. I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by Tri-Maine DBA WillPower Enterprises, LLC, the town of Casco, town of Raymond, Point Sebago Resort, Camp Sunshine, and the various race sponsors, organizers and administrators in consideration for permitting me to participate in this event.

In consideration for allowing me to participate in this event, I hereby take the following action for myself, my executors, administrators, heirs next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the Competitive Rules adopted by this event (b) I AGREE that prior to participating in this event I will inspect the race course, facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the event; (c) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or this event, THE FOLLOWING PERSONS OR ENTITIES: TRI-MAINE DBA WILLPOWER ENTERPRISES, LLC, TOWN OF CASCO, TOWN OF RAYMOND, POINT SEBAGO RESORT, CAMP SUNSHINE, EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTRIES, OR OTHER GOVERNMENTAL BODIES OR LOCATIONS IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY; (d) I ACKNOWLEDGE that there may be traffic or persons on the course route, and I ASSUME THE RISK OF RUNNING, BIKING, SWIMMING OR PARTICIPATING IN THIS EVENT under these circumstances. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (c) or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (c) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (c) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) my breach or failure to abide by any of the Competitive Rules; or (iv) any other harm caused by me. I FURTHER GRANT FULL PERMISSION to any and all of the above parties to use my name and/or likeness relating to my participation in this event, as well as use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event, and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name, image, or likeness.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENT.

Print Name: _____

Sign Here: _____ Date: ____/____/____

Signatures of Additional Relay Members: _____

For persons under 18 years of age, a parent or legal guardian must sign the above AWRL and complete the following section.

The undersigned _____ (parent/guardian) the parent and natural guardian of _____ (minor's name) hereby acknowledges that he/she has executed the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executors administration, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this consent and authorization for medical treatment.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ('Medical Provider') to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to this event. I authorize any such Medical Provider to perform all procedures deemed medically advisable by the Medical Provider in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of said minor and myself. I acknowledge that no warranty is being made as to the results of any medical treatment.

