

## **WAIVER FOR TRI NU TAMPA, INC.**

I hereby assume the risks of participating in all Tri Nu Tampa, Inc. (the "Club") functions of every kind. I acknowledge that triathlons and Club events are an extreme test of a persons physical and mental limits and carry with them a potential for death, serious injury, and property loss.

I certify that I am in good health and I am physically fit; I have had sufficiently trained for participation in such events and have not been advised otherwise by a qualified medial person; and I suffer from no physical impairment with would limit my participation in any Club athletic or social function. I acknowledge that my statements on this Acknowledgement Waiver and Release from Liability ("Waiver") are being relied upon by the Club, its organizers, administrators, and officers in permitting me to participate in any organized Club function.

In consideration for allowing me to become a Club member and allowing me to participate in organized Club functions, I hereby irrevocably take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:

a) I AGREE to abide by the Competitive Rules (<https://www.teamusa.org/usa-triathlon/about/multisport/competitive-rules>) adopted by USA Triathlon, including the Doping Control Rules, as they may be amended from time to time, and I acknowledge that my Club membership may be revoked or suspended for violation of the Competitive Rules;

b) I WAVE, RELEASE, AND DISCHARGE any and all claims or liabilities for death, personal injury, property damage, theft, damages, or loss of any kind, which arise out of or relate to my membership in the Club, my participation in, or my traveling to and from any Club athletic or social function, THE FOLLOWING PERSONS OR ENTITIES: TRI NU TAMPA, INC., Club members, Club sponsors, Club attorneys, volunteers, USA Triathlon, and the officers, directors, employees, representatives and agents of any of the above;

c) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and

d) I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the persons or entities mentioned above from all damages, costs, and expenses of any kind including attorney fees that arise from or are related to my membership in the Club, my participation in, or my traveling to and from any Club athletic or social function.

By signing below, I hereby authorize the Club to include my name in any marketing materials including newsletters, media kits, advertising and the Club [website](#)

[\(https://trinutampa.com/\)](https://trinutampa.com/). I also grant the Club express permission to use photographs of myself in Club newsletters, the Club website, or promotional materials and for submissions to newspaper articles and to Club sponsors. In the event of any dispute arising hereunder, the same shall be submitted to a Court of competent jurisdiction in Tampa, Florida, and in all events the laws of the State of Florida shall govern this agreement.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS. If the applicant is under eighteen (18) years of age, their parent/guardian must sign this Waiver on their behalf.

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Name

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Date