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ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (“Waiver and Release”) BEFORE SIGNING:

I acknowledge that participating in a triathlon, a multi-sport event or an organized sporting event, such as the Marineland Tri/Du, (the “Event”) is an extreme test of a person’s physical and mental capabilities and carries with it a risk of serious injury, death and/or property loss. I HEREBY ASSUME THE RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT. I certify that I am physically fit, have properly trained for participation in this Event, and have not been advised against participation by a qualified health professional. I acknowledge and understand that my statements with respect to this Waiver and Release are being relied upon by Chris Carusone, a USAT Certified Level II race director, and the various Event sponsors, organizers and administrators.

In consideration for allowing me to participate in the Event, on behalf of myself, my successors and assigns, my administrators and anyone else who may sue on my behalf, I acknowledge the following:

- (1) I agree to abide by any decision of an Event official relative to my ability to complete this Event safely and I further agree that Event officials or Event volunteers may authorize necessary emergency treatment for me during the course of the Event;
- (2) I HEREBY WAIVE, RELEASE, AND FOREVERDISCHARGE THE FOLLOWING PERSONS AND ENTITIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DEBTS, LIENS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) OF ANY KIND (COLLECTIVELY, “CLAIMS”) WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENT, INCLUDING, WITHOUT LIMITATION, MY TRAVELING TO AND FROM THE EVENT:, EVENT SPONSORS, EVENT PRODUCERS, EVENT DIRECTORS, EVENT VOLUNTEERS, ANY GOVERNMENTAL ENTITY THAT MAY HAVE JURISDICTION OVER THE EVENT, INCLUDING, WITHOUT LIMITATION, LAKEPOINT STATE PARK AND COUNTY OF BARBOUR, THE AL DEPT. OF NATURAL RESOURCES, THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ALL OF THE ABOVE (COLLECTIVELY, “RELEASED PARTIES”), EVEN IF SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY;
- (3) I acknowledge that there may be traffic or spectators or other participants on the Event course and I ASSUME THE RISKS ASSOCIATED WITH RUNNING, BIKING, SWIMMING OR PARTICIPATING IN ANY ACTIVITY ASSOCIATED WITH THE EVENT;
- (4) I acknowledge that the Event will not be closed to traffic; and
- (5) I agree to observe and obey all traffic laws, signs and signals along the Event course.

I further assume any and all other risks associated with participating in the Event including, but not limited to falls; hazards posed by spectators or other participants; the effects of the weather (including temperature extremes and humidity); defective equipment; the surface condition of the roads and sidewalks; the danger of collision with pedestrians, vehicles, other Event participants, and fixed or moving objects; and water hazards, all such risks being understood 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 or of other persons or entities.

I FURTHER COVENANT AND AGREE NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED OR DISCHARGED IN THIS WAIVER AND RELEASE; AND I AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOUNDATION AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM, DIRECTLY OR INDIRECTLY, (A) MY ACTS OR OMISSIONS AND (B) MY BREACH OR FAILURE TO COMPLY WITH ANY PROVISION OF THIS WAIVER AND RELEASE.

I further grant permission for use of my name and/or likeness relating to my participation in the Event and I hereby waive all rights to any compensation to which I may otherwise be entitled as a result of the use of my name and/or likeness.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS WAIVER AND RELEASE AND I UNDERSTAND ITS CONTENT.

Signature

Print Name

Date

