



VOLUNTEER WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of USA Track & Field, Inc. ("USA Track & Field" or "USATF") allowing me, the registrant, to volunteer in the USA Track & Field sanctioned event I am registering for herein (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to volunteer at the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely serve as a volunteer at the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to serve as a volunteer at the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that serving as a volunteer for track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with volunteering at the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with participants, spectators, volunteers, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my volunteer services at any Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants and volunteers. I accept sole responsibility for my own conduct and actions while serving at a volunteer at the Event, and the condition and adequacy of my equipment.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: USATF, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.
5. As a condition of my participation in the Event, I hereby grant USA Track & Field, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the volunteer is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that serving as a volunteer at the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the volunteer by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the minor serving as a volunteer at the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Volunteer Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female
Guardian Name (if volunteer is a minor): _____ Age: _____ Date of Birth: ____/____/____
Male Female

Must be at least 15 years of age or older

X _____ / _____
Signature of Volunteer or Guardian in the case of a minor Date Signed

USA TRIATHLON VOLUNTEER CONSENT, RELEASE & WAIVER OF LIABILITY (VW I 02804)

In consideration of being permitted to assist / volunteer at the _____ (Event) on _____ (Date), I hereby agree as follows:

1. I volunteer to assist in the activities related to the Event. I understand that my assisting / volunteering may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Event, condition of the premises, weather conditions, or condition of any of the equipment used in the Event. There may also be other risks not known or not reasonably foreseeable.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE USAT, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.

3. I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, or volunteering in the Event, including travel en route to and from the Event I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein, I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties 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, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.

5. I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the Event without compensation or further notice, and I agree to assign all copyright or other interests therein to USA Triathlon.

6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

Read and Agreed to by:

Print Name of Volunteer

Date Signed

Signature of Volunteer

If Volunteer is under 18 years of age, the signature of volunteer's parent / guardian is required. Parent / Guardian's signature shall constitute consent to the terms contained herein on behalf of Minor:

Print Name of Parent / Guardian

Date Signed

Signature of Parent / Guardian