

## 2016 YTT WAIVER FORM

YTT, USAT WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT THIS AGREEMENT, is for the benefit of YTT, Casasy, LLC, a Colorado corporation, and the Released Parties (as defined in Paragraph 4 below), and is entered into by the individual participant whose name appears below concerning the Program as described below: Title and Description of the Program: The "YTT" Training program and any and all related activities, events or programs (collectively, the "Program"). In consideration of YTT allowing the Participant to participate in the Program, the Participant, individually, and on behalf of any heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns (hereafter, collectively, "Participant") acknowledge and agree as follows:

- 1. Acknowledgement of Risk. Participant understands and acknowledges that the Program has inherent risks, hazards and dangers and that participation in the Program may result in ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, or other HARM or DAMAGE. Participant understands and acknowledges that there are inherent or unexpected risks and dangers associated with both the sport of triathlon and also otherwise resulting from participation in the Program and the sport of triathlon. Participant understands and acknowledges that there may be other risks and dangers involved in the participation in the Program of which he or she may not be presently aware or which cannot be predicted or controlled.
- 2. Assumption of Risk and Responsibility. Notwithstanding and recognizing all of the risks, inherent or otherwise, associated with the Program, Participant HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, and all HARM or DAMAGE (collectively "Injury"), whether known or unknown, arising out of or related to the Program(s) however caused even if caused by the NEGLIGENCE OR CARELESSNESS OF YTT, Released Parties, or otherwise, including, without limitation, the risks and inherent or unexpected dangers associated with training for, traveling to/from, competing in and otherwise participating in the sport of triathlon. Participant further assumes full responsibility for any Injury resulting from any known or unknown medical or physical condition of Participant.
- 3. Release of YTT's Duty to Protect Participant. PARTICIPANT EXPRESSLY RELEASES YTT AND RELEASED PARTIES FROM ANY DUTY TO PROTECT HIM OR HER FROM INJURY OF ANY KIND, and agrees that even if YTT or Released Parties chooses to implement safety procedures, such actions shall not alter the fact that Participant has released YTT and Released Parties, including USAT from any duty to protect Participant.
- 4. General Release, Waiver and Covenant Not to Sue. PARTICIPANT EXPRESSLY AND FOREVER GENERALLY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE: YTT, and all other individuals or entities associated with the Program including, without limitation, USAT, coaches, other participants, sponsors, advertisers, volunteers, rescue personnel, consultants, the premises or Program(s), and each of their respective directors, officers, members, managers, employees, agents, affiliates, volunteers and representatives (collectively, "Released Parties"), FROM ANY AND ALL INJURY, LIABILITY, LOSS, DAMAGE, CLAIM OR DEMAND OF ANY KIND ARISING OUT OF OR RELATED TO THE PROGRAM OR PARTICIPANT'S

PARTICIPATION IN THE SPORT OF TRIATHLON AT ANY TIME WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR BREACH OF WARRANTY OF THE RELEASED PARTIES, PARTICIPANTS, THIRD PARTIES, OR OTHERWISE (“Claims”). Participant acknowledges and agrees that the aforesaid release is intended to apply to any and all Claims that any Participant may have. Participant covenants not to sue any of the Released Parties in connection with any Claim. Participant agrees that the covenants and undertakings of this release, waiver and covenant not to sue shall be binding upon him or her and any and all heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns. Parent (if applicable) expressly agrees that this release, waiver and covenant not to sue applies both to all Claims of Participant and all individual Claims of Parent.

- 5. Indemnification. Participant hereby indemnifies, saves and holds harmless YTT and the Released Parties from any Claim arising out of or related to the Program or Participant’s participation in the sport of triathlon.
- 6. Scope of General Release, Waiver and Covenant Not to Sue & Indemnification/Enforceability. Participant hereby agrees that the general release, waiver of liability, covenant not to sue and indemnification extends to all acts of YTT and the Released Parties including any negligence and is intended to be as broad and inclusive as is permitted by law. Participant understands that activities associated with the Program are conducted in multiple locations located in various jurisdictions. It is intended that all terms of this general release, waiver of liability, covenant not to sue and indemnification control despite any particular statute or law that would otherwise protect Participant. Participant understands that portions of this Agreement may be held invalid or unenforceable, but agrees that it is Participant’s intent that this Agreement be enforced fully. Participant hereby agrees that if any portion of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full legal force and effect.
- BY SIGNING BELOW PARTICIPANT IS AGREEING THAT HE OR SHE HAS READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS:

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Name of Participant	DOB	Signature (Guardian If under 18)	Date
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