



Town of Simsbury

933 HOPMEADOW STREET SIMSBURY, CONNECTICUT 06070

TRY SIMSBURY: ADVENTURE TRIATHLON 2018 **ACCIDENT WAIVER AND RELEASE OF LIABILITY**

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it inherent risks for death, serious injury and property loss. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the event) regardless of the care and precautions taken by the Simsbury Triathlon committee. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. I also understand that I will be cycling on roads with active, normal traffic, that the running trails are steep and uneven, with loose rocks, on wooded hiking trails, and that the river's depth and flow varies with the weather. I hereby assume all of the risks of participating in this event, and I take responsibility to use common sense, look where I am going and obey race rules and traffic laws to assure my own safety. If I believe or become aware that there are any unsafe or unreasonably risky areas or pieces, I agree to immediately notify appropriate personnel.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I certify that I am not, and on the date of the event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Triathlon event. I further understand that alcohol consumption during the event is prohibited and is discouraged after the event.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the Try Simsbury event organizers, independent contractors, volunteers, property owners, and sponsors in relation to the Try Simsbury Triathlon event, and that it will govern my actions and responsibilities at the event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) I Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, the following entities or persons: the Town of Simsbury and its employees, members of the Simsbury Triathlon committee, Timing Plus New England, all sponsors, independent contractors and volunteers, and any property owners whose property is used during the event; (B) I Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releasees or otherwise.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event. In the event on an injury that renders me unconscious or incapable of making a medical decision, I authorize appropriate emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to, CPR and AED). I also authorize the above stated and Try-Simsbury volunteers to secure emergency medical care or transportation when deemed necessary. I agree to assume all costs of emergency medical care and transportation, and certify that I am covered by medical insurance.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film, likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I affirm that this agreement supersedes any and all previous oral and written promises or agreements. I understand that this is the entire Agreement between me and the Simsbury Triathlon and cannot be modified or changed in any way by representatives or statements by any agent or employee of the Simsbury Triathlon. This agreement may only be amended by a written document duly executed by both parties.

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I hereby certify that I have read this document; and, I understand its content.

Print Participant Name	Age	Signature (If under 18 years old, parent or guardian must also read and sign below)	Date
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PARENT OR GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent or natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant Name	Age	Parent/Guardian Signature	Date
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Emergency Contact Name: _____

Emergency Contact Phone Number: _____