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**WAIVER AND RELEASE FROM LIABILITY**

I acknowledge that participating in triathlon and the associated activities of swim, bike, and run, despite all safety plans, protocols, and mitigation efforts is dangerous and include the potential for death, serious injury and property loss. bI certify that I am in good health, and I am physically and sufficiently trained for participation in such events and have not been advised otherwise by a qualified medical professional and suffer from no physical impairment which would limit my participation in a S.E.T. athletic function or sanctioned event. These statements on this Acknowledgement Waiver and Release from Liability (AWRL) are being accepted by me and are being relied on by USA Triathlon and S.E.T. and its organizers and administrators in permitting me to join an organized S.E.T. function. In consideration for allowing me to become a S.E.T. member and allowing me to participate in a S.E.T. athletic or social function or sanctioned event, I hereby irrevocably take the following action for myself, my executors, administrators, heirs, successors and assigns: a) I AGREE that prior to participating in a S.E.T. athletic or social function or sanctioned event, I will inspect the course, facilities, equipment and areas to be used and if I believe they are unsafe I will immediately advise the person supervising the athletic or social function or sanctioned event; and b) I AGREE to abide by the Competitive Rules adopted by USA Triathlon, including its Rules, as they may be amended from time to time, and I acknowledge that my S.E.T. membership may become in violation of the Competitive Rules; and c) I HEREBY WAIVE, RELEASE, AND DISCHARGE from any and all claims, any personal injury, property damage, theft, damages, or loss of any kind, which arise out of or relate to my membership, my participation in, or my traveling to and from S.E.T. athletic or social functions and sanctioned events, THE FOLLOWING PERSONS AND ENTITIES, S.E.T., S.E.T. members, S.E.T. sponsors, S.E.T. attorneys, S.E.T. volunteers, USA Triathlon, and the directors, employees, representatives and agents of any of the above; and d) I ACKNOWLEDGE that there may be traffic or persons on training course routes, and I ASSUME THE RISK OF RUNNING, BIKING, SWIMMING OR PARTICIPATING IN ANY ATHLETIC OR SOCIAL FUNCTION OR OTHER EVENT SANCTIONED BY S.E.T.. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in S.E.T. sanctioned events including by not limited to falls, contact and/or effects with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other swimmers or boats, and any hazard that may be posed by spectators or volunteers. All such risks being known and appreciated by me; and e) I AGREE NOT TO SUE any of the entities and people mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the persons or entities mentioned above from all damages and expenses of any kind including attorney fees that arise from or are related to my membership in S.E.T. , and my traveling to and from any S.E.T. athletic or social function or sanctioned event. By signing below, I hereby authorize S.E.T. to disclose my membership in any marketing materials including newsletters, media kits, advertising and the website. I also grant the permission to use photographs of myself in S.E.T. newsletters, on the S.E.T. website, or promotional materials, newspaper articles and to S.E.T. sponsors. In the event of any dispute arising hereunder, the same shall be subject to the competent court jurisdiction in Howard County, Maryland and in all events the laws of the State of Maryland shall interpret this agreement.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

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Print Name Signature Date

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing AWRL, the following, for and on behalf of the minor.

The parent and natural guardian or legal guardian, hereby executes the foregoing AWRL for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor and our executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this Consent. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ("Medical Provider") to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received arising out of or in relation to any organized S.E.T. athletic or social function or sanctioned event. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequence in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment. NOTE: Parent/Guardian must also sign AWRL above.

PARENT/GUARDIAN SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RELATIONSHIP TO MINOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_