

2019 Xterra Wetsuits Mission Bay Triathlon
ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athlete, lack of hydration, equipment, vehicular traffic, and actions of other people, including but not limited to, participants, volunteers, spectators, and event officials. I hereby assume all risks of participation in this event. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event director and event sponsors, and that it will govern my actions and responsibilities at said event(s). I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment, property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel. KOZ Events will not be held responsible for any injuries or damages that may occur to my child or myself during the event. If I allow my child to participate in this event I take full responsibility for my child and their actions. I attest my child has prepared for this race and is physically and emotionally able to participate.

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) 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; KOZ Events., The City of San Diego, The Port of San Diego, The State of California, Department of Parks and Recreation, Cal Trans, Life Sports Foundation, Challenged Athletes Foundation, USAT, and all other sponsoring company(ies) or agency(ies) or individual(s) involved in the event from responsibility for any injuries damages I may suffer as a result of my participation in the event (B) 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 releases or otherwise that has been reported in regards to an accident I may have incurred during the event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, pertinent race information, video or film likeness to be used for any legitimate purpose by the event holders, sponsors and/or assigns. I will additionally permit the use of my name and pictures in broadcasts, telecasts, newspapers, brochures, etc.

I understand and agree that situations may arise beyond the control of the Releasees that may change or cancel the routes and or distances, or prevent any special guests, including any professional and former professional triathletes, from appearing at the event despite any claims made prior to the event or in the event ads, websites, emails and descriptions. I understand that the race entry is non-refundable and is nontransferable. I also understand that if I illegally transfer my bib number to another person, I release KOZ Events, and all entities associated with the event. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer. KOZ Events, its staff and volunteers are not responsible for my personal items that are stored in the transition area during check-in, race time and check-out. KOZ Events does not guarantee that these items will be monitored. I also allow KOZ Events to use my photo and email for future marketing purposes. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. I have read this AWRL, and certify my compliance by my signature below.

This is a USAT sanctioned event, all participants are to follow USAT rules at all times while on event site. Helmets are mandatory and must be securely fastened before mounting bicycle. USAT requires all participants to have a current USAT membership card with them at packet pickup or participant will be required to purchase a one day USAT membership to pick up their race packet.

Print Name and Bib # _____

Signature and Date _____

PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the athlete is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the race entry form is true and complete. I have read the pre-race mailer and this AWRL, and certify compliance by my signature below.

Print Name and Bib # _____

Signature and Date _____