



**WAIVER, INDEMNIFICATION  
& EXPRESS ASSUMPTION OF RISK**

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK. Please read it carefully, fill in all blanks and initial each paragraph before signing.

\_\_\_\_\_ 1. I have voluntarily requested that SelecTri, LLC (“SELECTRI”) guide me in the participation of many potentially dangerous activities related to training and participation in Triathlon events, including, but not limited to cycling, running and swimming (the “Training”). I understand that many of these potentially dangerous activities are extremely strenuous and physically, mentally, and psychologically demanding. I am unaware of any physical, mental, or psychological condition that would 1) prevent me from safely participating in the Training or 2) endanger my health or safety or the health and safety of others due to my participation in the Training. I attest that I am physically and emotionally fit and competent to participate in the Training, and that all of my questions regarding the Training have been answered to my satisfaction. Furthermore, I agree that my involvement with SELECTRI may include my participation in other activities related to the Training, including, but not limited to: special events, fundraising events or activities, travel trips, volunteering at events, social events, etc. (the “Related Activities”)

\_\_\_\_\_ 2. I understand the risks and hazards of the Training and any other activities arising under or in connection with the Training. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE TRAINING, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND DEATH. I understand that the hazards and risks of the Training include, but are not limited to: accidents, illness; injuries, equipment failure, dehydration, hypothermia, and injury due to the negligence of myself and/or others. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the Training to which I may be exposed.

\_\_\_\_\_ 3. AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE TRAINING:

\_\_\_\_\_ a. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS SELECTRI AND THE YMCA, and all of their respective officers, directors, employees, affiliates, members, volunteers, and agents (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO MY PARTICIPATION IN THE TRAINING AND/OR RELATEDD ACTIVITIES, whether any such damage, injury, loss, or death results from NEGLIGENCE (whether passive or active) of any of the



Released Parties or other participant in the Training and/or Related Activities, or from some other cause. I further agree not to sue the Released Parties for any such claims, damages, costs or liabilities that I have waived, released or discharged herein.

\_\_\_\_\_ b. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Training and/or my participation in Related Activities, and accept full responsibility for any harm, injury, death or damage that may befall me arising in connection with the Training, and/or my participation in Related Activities, including the risk of negligence of any party or participant, including the Released Parties.

\_\_\_\_\_ 4. This document shall be governed by and interpreted under the laws of the State of Texas, without regard to conflict of laws provisions. If any lawsuit or claim is brought regarding my participation in the Training and/or Related Activities, I agree that jurisdiction and venue for such suit shall be in Montgomery County, Texas and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled.

\_\_\_\_\_ 5. I understand that the terms of this document are contractual and not a mere recital and understand that I would not be permitted to participate in the Training and/or Related Activities without entering this Agreement.

\_\_\_\_\_ 6. I hereby affirm that I have read this document in its entirety and understand this liability release and express assumption of risk. I sign this document on behalf of myself and my heirs. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this document.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email Address: \_\_\_\_\_

Signature of Parent or Guardian (if under 18 years): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Participant's USAT Membership # \_\_\_\_\_



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