

# TriJuniors

## **Athlete Acknowledgement of Risk, Release of Liability and Agreement**

I am applying to participate in the TriJuniors athletic training program and related activities (collectively Training) being fully aware that the Training involves risks. I accept all the risks of participating in the Training, even if they are created by the carelessness or negligence of a Released Party or anyone else. Risks of the training include, without limitation, risks of bicycling, running, swimming, triathlon, duathlon, physical exertion, training and competing in large groups of people where a person may be knocked down and fallen on, motor vehicles, and road and surface conditions. Additional risks are described on the accompanying List of Possible Hazards. I know there are other risks too that are not listed and I accept them too.

I fully release, discharge and waive any Claims I may have, now or in the future, against the Released Parties, even if Claims are based on the carelessness or negligence of a Released Party or anyone else. ("Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death which are related to or in any way connected with my participation in the Training which I or my heirs or personal representative could make. "Released Parties" as used in this document means TriJuniors, its Managers, Members, Officers, employees, consultants and agents, coaches, associate coaches and employees and agents of associate coaches.)

I agree not to sue Released Parties for Claims, even if the Claims arise from the carelessness or negligence of a Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party, from any loss or liability (including any reasonable attorneys fees they may incur) defending any Claim made by me or by anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a Released Party or anyone else. I am aware that there is no obligation for any person to provide me with medical care during the Training. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that it is advisable to consult a physician prior to participating in the Training. If I have consulted one, I have taken the physician's advice.

I grant my permission to TriJuniors and of its transferees and licensees, to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the Training which may depict, record, or refer to me for any purpose, including commercial use, by TriJuniors, its sponsors, associate coaches and their licensees.

I agree to abide by the rules of TriJuniors in any of its training camps. I acknowledge that, if I violate any of these rules, I may be removed from the training camp and the permission for me to participate in the Training camp may be withdrawn by representatives of TriJuniors. Others may violate the rules of the camps, adding to the risks of participation. No warranties have been made to me about the Training.

I intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as is permitted by the laws of the State of Illinois. If any portion of it is held to be invalid, I agree that the rest of it shall continue in full force and effect. The singular of nouns and pronouns in this document includes the plural and the plural includes the singular. I agree that this agreement was made in Chicago, Illinois and that the laws of the State of Illinois shall govern its interpretation and enforcement.

If the participant is under 18 years of age, the parent agrees to the following statements: As a parent or guardian of the participant, I authorize the child to participate. I also join in the statements and agreements made by the participant in this document. I agree that, in the event participant or anyone acting on his or her behalf should make any Claims, I will provide the indemnities described in paragraph 3.

### **List of Possible Hazards**

The following is a partial list of hazards that are often associated with training for triathlon, duathlon, bike racing, running, swimming, cross country skiing, and other such endurance events:

- Falls resulting in broken bones, sprains, strains, contusions, and equipment damage.
- Collisions with other athletes or vehicles on the road or trail.
- Drowning during open water swimming.
- Saddle sores, crotch rash, neck and back pain, and hand numbness related to bicycle riding.
- Tendonitis and bursitis, muscle strains and/or tears, and trigger points.
- Upper respiratory infections associated with heavy training loads.
- Heart attack and other heart-related symptoms.
- Gastrointestinal problems such as diarrhea, constipations (due to dehydration issues)
- Blood in urine or issues trying to urinate, high ketones or protein levels.
- Men: penile numbness, prostatitis, swollen testicles, and impotence from bicycling.
- Women: nipple pain from friction, vulvar swelling, groin and chest rashes, and yeast infections.
- Anemia, fatigue, difficulty sleeping, and exposure to pollution, weight loss, immune system issues due to improper recovery and nutritional needs.
- Post goal race depression ñ common after your "A" race for the season.
- Reactions to chlorine, possible ear infections, excessive dry skin (worse in cold climates), change in hair color, and nasal infections.