



# Adam Goldsmith Memorial Triathlon Release Agreement

## **Acknowledgement of Event Participant Responsibility, Express Assumption of Risk and Release of Liability**

I \_\_\_\_\_ (**print your name**) understand that during my participation in the P.R.P. Associations' Adam Goldsmith Memorial Triathlon (the "Event"), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in swimming, biking and running and cannot be eliminated without destroying the unique character of the Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ('Injuries and Damages') from exposure to the hazards of the Event and neither the P.R.P. Association, Inc. (the "Association"), nor any other person nor entity has tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, members, leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in swimming, biking and running and I appreciate that I may have to exercise extra care for my own safety. In consideration for my acceptance as a participant in the Event and the services and amenities to be provided during the Event, I confirm my understanding that:

- I have read any rules and conditions applicable to the Event made available to me; I will pay any costs and fees for the Event; and I acknowledge my participation is at the discretion of the Association.
- The Event officially begins and ends at the location(s) designated by the Association. The Event includes swimming, biking and running and I am personally responsible for all risks associated with these activities.
- If I decide to leave early and not to complete the Event as planned, I assume all risks inherent or arising out of my decision to leave and waive all liability against the Association, Inc., its officers, directors, employees, agents, leaders, members, leaders and assistants and any other person or entity involved with the Event. Likewise, if the Event has concluded and I decide to go forward on my own, I assume all risks inherent in my decision to go forward and waive all liability against the Association, its officers, directors, employees, agents, leaders, members, leaders and assistants and any other person or entity involved with the Event.
- If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. I hereby agree that New Hampshire law shall govern this agreement, and that New Hampshire courts shall have exclusive jurisdiction over any matter arising hereunder.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the Association, its officers, directors, employees, agents, leaders, members, leaders and assistants and any other person or entity involved with the Event from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the Association, its officers, directors, employees, agents, leaders, members, leaders and assistants and any other person or entity in any way connected with this Event. I further agree to HOLD HARMLESS the Association, its officers, directors, employees, agents, leaders, members, leaders and assistants and any other person or entity in any way connected with this Event from any claims, damages, injuries or losses caused by my own negligence while a participant in the Event. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on at the Event.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Event.
- In the event that my involvement in the activity causes damage to the property of Robert E. and Carol A. Lundgren or other property used for the purpose of the Event, I further agree to indemnify the property owners and/or the Association for such a loss.
- I agree to be photographed and/or video taped at the Event and I give the Association my permission to use photographs and/or videos taken of me during my participation in the Event activities for education, advertising, fundraising, and public relations.

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

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

**If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf. I hereby agree and consent to the foregoing Agreement on behalf of the minor below.**

Printed Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

