

WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of South Whidbey Parks & Recreation District allowing me to participate in the Whidbey Island Virtual Triathlon (the “Event” or “Events”); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”).

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with triathlons and endurance events, and realize that running, bicycling, swimming, kayaking, stand up paddle boarding, and other chosen alternatives to swimming are inherently dangerous and represent an extreme test of a person’s physical and mental limits.

I accept my responsibility to participate safely at all times, to abide by all traffic codes, and to obey all posted traffic notices and any other rules and policies. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, drowning, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I understand that the 2020 Whidbey Island Triathlon will be a “Virtual” race, and I understand that there will be no race course support for this event, including lifeguards, boats, traffic management, officers, officials or volunteers. I know that participating in an event that is organized as a virtual activity where I participate on my own, in a location and route of my choosing, which will not have any support or security measures in place by Whidbey Island Triathlon or South Whidbey Parks & Recreation District, is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk.

4. As a voluntary participant in the Whidbey Island Virtual Triathlon, I acknowledge that it is a requirement that I have an attentive spotter or other support person on deck/shore or in a kayak if I choose to swim.

5. I agree to be familiar with and to abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

6. I further agree to abide by the Centers for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I attest that if my community, or the community in which I am conducting my Event in, has a shelter in place order, that I will only participate in the virtual event as permitted by that community's State and local health authorities.

7. I understand that at this event or related activities, I may be photographed or captured on video. I agree to allow my photo, video or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers and assigns. I understand that images posted to Whidbey Island Triathlon social media platforms may be used by South Whidbey Parks & Recreation District for promotional purposes.

8. I understand that my email address will be uploaded to a Whidbey Island Triathlon specific email list so that I will receive communication from the Whidbey Island Triathlon by email. I will be able to unsubscribe to that email list at any time, but by doing so may miss important communication from the Whidbey Island Triathlon.

9. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: BuDu Racing, Island County, the City of Langley, Whidbey Island Triathlon Committee, and South Whidbey Parks and Recreation District and any of its Employees, Agents, Volunteers, Contractors, Subsidiaries, Sponsors, Officers or Owners, Organizers and Promoters, Race Directors, other participants in the event, Advertisers, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

10. I have read and understand and agree to the Whidbey Island Virtual Triathlon refund policy below:

Due to the nature of the multisport business, many of our expenses need to be paid up front. Therefore, refunds will not be given (unless South Whidbey Parks & Recreation District cancels the virtual event, in which case we will provide a full refund less any registration service fees).

11. All matters contained within this waiver shall be governed by and construed in accordance with the substantive laws of the State of Washington.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.