

## **Bermuda Triple Challenge**

First Name:

### **PARTICIPANT WAIVER, RELEASE OF LIABILITY**

Last Name (Print):

### **COVENANT NOT TO SUE & IMAGE RELEASE**

In consideration of being allowed to participate in any way in the Bermuda Triple Challenge competition(s), race(s), related events (the "Event") and/or activities, I, the undersigned, acknowledge, covenant and agree that:

1. The risk of injury and/or death from the activities involved in the Bermuda Triple Challenge and the Event is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience; (xii) heart attack and (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;

2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event;

3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE **BERMUDA TRIPLE CHALLENGE, BERMUDA TIMING SYSTEMS**, and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Bermuda Triple Challenge or connected with the Event.

5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in activities and events organized or sponsored by Bermuda Triple Challenge is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.

6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

7. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.

8. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

9. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

***I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.***

Participant Name (PRINT): \_\_\_\_\_

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

EMERGENCY CONTACT (required) Name \_\_\_\_\_ Phone \_\_\_\_\_

### **MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)**

The undersigned, \_\_\_\_\_, hereby certifies, warrants and represents that I am the legal parent or guardian of \_\_\_\_\_, the signer of the above Release (the "Participant"), and that after fully informing myself regarding the nature and risks of the Event, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as legal parent or guardian of the Participant.

Signature \_\_\_\_\_ Relationship to minor \_\_\_\_\_