

## WAIVER AND RELEASE OF LIABILITY

[Team Core Hawaii, Inc. – 2008 ANNUAL WAIVER AND RELEASE OF LIABILITY]

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY TEAM CORE HAWAII, INC. AND ITS RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY “RELEASEES”), FOR ALL TRAINING AND COMPETITIVE EVENTS THAT I PARTICIPATE IN DURING THE CALENDAR YEAR 2008 IN WHICH TEAM CORE OR ITS MEMBERS ARE ORGANIZERS, VOLUNTEERS, SPONSORS, PROMOTERS, OR INSTRUCTORS (COLLECTIVELY OR SEPARATELY, THE “2008 ACTIVITIES”). I ACKNOWLEDGE AND AGREE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND THIS WAIVER AND RELEASE OF LIABILITY IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL 2008 ACTIVITIES IN WHICH I PARTICIPATE REGARDLESS WHETHER SUCH ACTIVITIES ARE CASUAL, TRAINING, OR COMPETITIVE ACTIVITIES. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration for being permitted to participate in any or all of the 2008 Activities, which shall include but is not limited to casual, training, or competitive running, swimming, or bicycling activities (or any combination thereof), associated or complementary training activities whether conducted in public or private spaces, or club events that are related to such activities, I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING, RUNNING AND SWIMMING ARE EACH AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS ACTIVITY**, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man made and natural defects or dangerous conditions in any surface; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by activity organizers and others, dangerous surf or tidal conditions and dangerous water conditions of any description, including water quality conditions, **THE RELEASEES’ OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the activities.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively “Successors”) **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES’ OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the activities, or travel to or return from the activities. I agree it is my sole responsibility to be familiar with the activity course(s), purpose(s) and agenda(s), the Releasees’ rules, and any special regulations for the activity and agree to comply with all such rules and regulations, whether written or verbal. I understand and agree that situations may arise during the activity which may be beyond the control of the releasees, and I must continually ride, run, swim, and/or otherwise participate so as to neither endanger myself nor others. I accept responsibility for my own physical condition, health risks associated with my condition and the physical nature of the activities, the condition and adequacy of my equipment, and equipment provided for my use, and my conduct in connection with any activity. While cycling, I will wear a helmet which satisfies the requirements of USA Cycling Racing Rules and Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which would endanger me or others if I participate in this event, or would interfere with my ability to safely participate in this event. I understand that is my responsibility alone to seek medical consultation regarding my physical condition both during and after any activity.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

\_\_\_\_\_  
**Signature** \_\_\_\_\_ **Age** \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_

Name \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN  
(REQUIRED IF UNDER AGE 18)**

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for the activities and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate in any such activities, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activities.

\_\_\_\_\_  
**Signature of Parent or Guardian**

TODAY'S DATE \_\_\_\_\_

Name \_\_\_\_\_

[PLEASE ALSO FILL OUT THIS ADDITIONAL INFORMATION IF YOU HAVE NOT ALREADY PROVIDED SUCH INFORMATION AS PART OF YOUR MEMBERSHIP APPLICATION TO TEAM CORE HAWAII]

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_