

## Participant waiver, Release and Indemnity Agreement

In consideration of the acceptance of my application and the permission to participate as an entrant to compete in the Nipigon Tryathon August 17<sup>th</sup>, 2022. I, for myself, my heirs, executors, administrator, successors and hosting communities, police, contractors, representatives, elected and appointed officials, successors, and assigns OF AND FROM ALL claims, demands, damage costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWEVER CAUSED, arising or to arise by reasons of my participation in the said event whether as spectator, participant, competitor or otherwise; whether prior to, during or subsequent to the event AND NOT WHITSTANDING that same may have been contributed to or occasioned by the negligence of any of the aforesaid. I FURTHER HERBY UNDERTAKE TO HOLD AND SAFE HARMLESS AND AGREE TO IDEMNIFY all of the aforesaid from and against any and all liability incurred by any of all of them arising as a result of, or in any way connected with my participation in the said event. I warrant that I am physically fit to participate in this event. I also understand that I must wear an approved secure cycle helmet. Failure to do so will result in my automatic disqualification and all race insurance will immediately be invalid.

### Photo Release Form

I hereby grant to Nipigon Tryathlon Committee the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of the photographed images of me, taken at the Nipigon Tryathlon, for use in the connection with the Tryathlon Committee or for promoting or publicizing the said event. This includes, without limitation, the right to publish such images in newspapers, magazine, and PR/promotional materials, such as marketing, advertisements, fund-raising materials, and any other Tryathlon related publication. These images may appear in any of the wide variety of formats and media now available to the Tryathlon Committee and that may be available in the future, including but not limited to print, broadcast, videotape, electronic and online social media. I hereby release Nipigon Tryathlon Committee from all claims which I may have now or in the future for compensation of any kind arising out of my participation in the said video(s) and/or photograph(s) and acknowledge that the Nipigon Tryathlon Committee may use the video(s) and/or photograph(s) in such fashion and distribute to such person as they may in their sole discretion decide.

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE to the above WAIVERS, RELEASE, AND INDEMNITY AGREEMENT.

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

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

Signature of Parent/Guardian (if under 18 years of age): \_\_\_\_\_

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

Name (individual): \_\_\_\_\_

Name (team): \_\_\_\_\_

Swimmer: \_\_\_\_\_

Biker: \_\_\_\_\_

Runner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Grade student will be entered in fall term (if applicable/individual events only): \_\_\_\_\_ Age: \_\_\_\_\_