



NAME: _____ AGE: ____ DOB (DD/MM/YYYY): ____/____/____

WAIVER, RELEASE & INDEMNITY

I _____ understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the **Fletcher's Meadow Cross Trainers** and/or the Ontario Association of Triathletes, Various OAT Clubs and Members registered with OAT is conditional upon my execution of this document.

1. I am aware that swimming, running, cycling, and in particular competitive Triathlons/Duathlons and all related events involve the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the **Fletcher's Meadows Cross Trainers** events and programs I may be involved in, the venues at which these events and programs take place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safely continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **Fletcher's Meadows Cross Trainers, and all other Releasees** *from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.*
6. **I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

SIGNATURE _____ DATE: _____