

Participation and Liability Waiver For:
WESTCHESTER TRIATHLON CLINICS, and KIDS and MEEK AND
MIGHTY RACE and TRAINING SESSIONS

DATE _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
“AGREEMENT”**

In consideration of being permitted to participate in any way in **Westchester Triathlon, Rye Y Tri Club*** sponsored Activities (“Activity”), I, for myself and/or my child, personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of the Activity and that I am and/or my child is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will and/or I will have my child immediately discontinue further participation in the Activity.

2. Fully understand that: (a) **Swimming, Biking and Running all involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death** (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions and/or by my child’s actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or **the negligence of the “Releasees” named below**; (c) there may be other risks and **social and economic losses** either not known to me or not readily foreseeable at this time; and **I fully accept and assume all such risks and all responsibility for losses, costs and damages** I incur as a result of my participation and/or that of my child’s participation in the Activity.

3. Hereby release, discharge, covenant not to sue the Westchester Triathlon, The Rye Y Tri Club, Playland Park, or Rye Town Park, their respective administrators, directors, agents, officers, members, volunteers, participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the **“Releasees”** herein) **from all liability, claims, damages on my or my child’s account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement I, or anyone on my behalf and/or my child’s behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Print Your Name

Your Signature

If Under 18 Childs Name

If Under 18. Parent or Gaurdian Signature

** The Rye Y Tri Club will only be responsible for the Bike Training Rides*