

2006 Edmonton ITU WORLD CUP Festival
JULY 9, 2006, EDMONTON, ALBERTA

This is an important document. By signing it you are affecting your legal rights. You should read it carefully and understand it before signing.

It is a condition of your entry to and your participation in the 2006 ITU Triathlon World Cup Events that you read and sign this document.

1. I acknowledge that:
 - (a) Participation in triathlons and TWC is an extreme test of a person's physical and mental limits and carries the potential for death, serious personal injury, and/or property loss.
 - (b) I certify that I am physically fit and have no pre-existing medical conditions, and have sufficiently trained to participate in TWC and have not been advised against participation in TWC by a qualified health professional.

2. In consideration of being permitted to participate in TWC, I acknowledge, agree and certify the following:
 - (a) I ACKNOWLEDGE that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards. I assume all the risks associated with swimming, cycling and running, and all other risks associated with participating in TWC. This includes but is not limited to falls, collisions, contact or crashes with other participants, race officials, volunteers, spectators, boats, course markers or other obstacles or hazards; the effects of weather including rain, heat or humidity and lightning strikes; defects in my personal equipment or equipment provided by Race Organizers; the conditions of the course including roads and footpaths; hazards that may be posed by the presence of spectators or people involved in the or contributing to the conduct of or organization of TWC. All these risks are known to and appreciated by me and I accept them of my own free will.
 - (b) I FURTHER ACKNOWLEDGE the risk that the Race Organizers or individuals participating in controlling officiating or involved in or contributing to the conduct of or organizing or watching TWC may act negligently which may result in harm or injury to my property or me. These risks are also known and appreciated by me and I accept them of own free will.
 - (c) I CONSENT to the provision to me of first aid, emergency or other medical treatment including physiotherapy and massage for the purposes of treating or relieving injuries or physical harm that I may suffer as a consequence of participation in TWC. I authorize licensed medical practitioners, hospital or other medical or health care facilities to perform all medical procedures, which they may consider medically advisable to attempt to treat or relieve such injuries, including but not limited to the administration of anesthesia and provision of blood transfusions. I realize and appreciate there is a possibility of complication and unforeseen consequences in any medical treatment which I may receive and I assume that risk. I acknowledge that no warranty is made as to the results of any medical treatment.
 - (d) I WAIVE, RELEASE, AND DISCHARGE the Race Organizers and any medical staff or volunteers and any individuals participating in, controlling, officiating, involved in or contributing to the conduct or organizing or watching TWC from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage or any kind, including economic loss, which may however exist or arise in the future arise out of or relate to my participation in or my travelling to and from TWC, or arising out of the risks I have assumed in participating in TWC as set out above whether or not caused by negligence of any person.
 - (e) I AGREE not to sue or claim against any of the Race Organizers for any of the claims, losses or liabilities that I have waived, released or discharged in this document.
 - (f) I INDEMNIFY AND HOLD HARMLESS the Race Organizers from any and all claims made by me or liabilities assessed against the Race Organizers as a result of:
 - (i) my actions or inaction;
 - (ii) the actions, inaction or negligence or others including the Race Organizers;
 - (iii) the conditions of the facilities, equipment or areas where TWC or other associated activities are being conducted;
 - (iv) implementation of the ITU's Competition Rules; or
 - (v) any other cause arising from an occurrence related to TWC; and
 - (g) By signing this document, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.
 - (h) I AGREE to abide by the Competition Rules adopted by the International Triathlon Union,

including the Medical Control Rules as they may be amended from time to time and I acknowledge that my entry to TWC may be revoked or suspended for violation of the Competition Rules.

3. The courts of the Province of Alberta shall have jurisdiction to entertain any complaint, demand, claim or cause of action whether based upon alleged breach of contract or alleged negligence arising from the treatment I may receive. I hereby agree that if I commence any legal proceedings, I will commence such legal proceedings in the Province of Alberta and only in the Province of Alberta and I hereby submit to the jurisdiction of the courts of the Province of Alberta.
4. For the purposes of this document, "Race Organizers" means World Cup Triathlon- Edmonton, the International Triathlon Union ("ITU"), Triathlon Canada, race officials, medical staff and volunteers, and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities.

I CONFIRM THAT I AM:

1. EIGHTEEN (18) YEARS OF AGE OR OLDER,
2. I HAVE AGREED TO ENTER INTO TWC AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE; AND
3. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

For persons under eighteen (18) years of age, a parent or legal guardian must sign the above waiver and complete the following section.

I am the parent or legal guardian of the minor named in this document ("Minor")
I acknowledge that I have executed this waiver for and on behalf of the Minor
I bind myself and the Minor in relation to all the matters referred to in this document.

NOTE: Parent/Guardian must also sign Waiver above.

MINOR'S NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

RELATIONSHIP TO MINOR: _____

DATE: _____

MEDICAL DISCLOSURE SECTION

Race #	Medical Information	Signature/Initial
	None _____; Refuse Disclosure _____; Allergies _____; Medications _____; Life Threatening Medical Condition _____;	