

Waiver and Consent 2011

You are affecting your legal rights by signing this document. This is an important document so you should read it carefully and understand it before signing. ***(initial here)***_____

It is a condition of your entry to and your participation in the 2011 Pushor Mitchell Kelowna Apple Triathlon and Youth & Teen Camps held in Kelowna, B.C. in August, 2011 ("the Apple") that you read and sign this document.

1. I acknowledge that:

(a) I acknowledge that participation in triathlons and the Apple is a test of a person's physical and mental abilities and carries the potential for serious personal injury (including death) and property loss,

(b) I certify that I am physically fit and have no pre-existing medical conditions, and have sufficiently trained to participate in the Apple and have not been advised against participation in the Apple by a qualified health professional. ***(initial here)***_____

2. In consideration of being permitted to participate in the Apple, 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 the Apple. 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; 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 the Apple. 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 the Apple 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 the Apple. 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 the Apple 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 traveling to and from the Apple, or arising out of the risks I have assumed in participating in the Apple 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 and the City of Kelowna, 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 the Apple or other associated activities are being conducted;

(iv) implementation of the TC's Competition Rules; or

(v) any other cause arising from an occurrence related to the Apple; 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 Triathlon Canada, including the Medical Doping Rules as they may be amended from time to time and I acknowledge that my entry to the Apple may be revoked or suspended for violation of the Competition Rules. ***(initial here)***_____

3. The courts of the Province of British Columbia 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 B.C. and only in the Province of B.C. and I hereby submit to the jurisdiction of the courts of the Province of B.C.
4. For the purposes of this document, "Race Organizers" means the Kelowna Apple Triathlon Society, the International Triathlon Union ("ITU"), Triathlon Canada, Triathlon BC, the Organizing Committee, race officials, medical staff, all volunteers and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities.
 5. I consent to the Race Organizers using any photo or video of me as well as my personal information contained in my Entry for the Apple but only for purposes associated with the legitimate purposes of the Race Organizers in organizing or promoting triathlons.
 6. I acknowledge that I should obtain my own insurance coverage and insurance advice for injury & property damage. **(initial here)** _____

Note: This Section is for Adults (19 years and older)

I CONFIRM THAT I AM TODAY NINETEEN (19) YEARS OF AGE OR OLDER, HAVE AGREED TO ENTER INTO THE APPLE AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE; AND I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. Every member of each Relay Team must sign a waiver.

SIGNATURE: _____

PRINTED NAME: _____

RELAY TEAM NAME, if applicable: _____

DATE: _____

Note: This Section is for minors (under 19 years of age)

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. And I bind myself and the Minor in relation to all the matters referred to in this document.

MINOR'S NAME: _____

PARENT/GUARDIAN NAME: _____

SIGNATURE of PARENT/GUARDIAN: _____

DATE: _____

KATS OFFICIAL USE ONLY - RACE NUMBER _____

Plus choose one of the following 4 options:

- ___ 1. Fee **already paid** or
- ___ 2. If Entry is for any **Saturday race or a Sunday relay** then B.C. or Alberta Provincial Tri Ass'n# - Province _____ # _____ or
- ___ 3. If entry is for **Sunday Sprint or Olympic Race** (not including relay) then any Canadian Provincial Tri Ass'n # - Province _____ # _____ or
- ___ 4. Fee **paid herewith** in the amount of \$ _____ (Sunday Sprint or Olympic - \$15; Sunday Relay - \$6 per person;; Saturday races over 19 - \$15; 16 to 18 - \$5; 8 to 15 - \$1 Note all ages as of Dec 31, 2011)

Witnessed and confirmed for Kelowna Apple Triathlon Society by _____ (initials)