

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, The Cape Fear Triathlon Club. and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent.

You represent and warrant to The Cape Fear Triathlon Club. that you have full legal authority to complete this event.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE

MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE The Cape Fear Triathlon Club. FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

The Cape Fear Triathlon Club. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE The Cape Fear Triathlon Club. OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH The Cape Fear Triathlon Club. OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF The Cape Fear Triathlon Club. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF The Cape Fear Triathlon Club. IS AT YOUR SOLE RISK. The Cape Fear Triathlon Club IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. The Cape Fear Triathlon Club. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR

## NON-INFRINGEMENT.

The Cape Fear Triathlon Club. does not guarantee the accuracy or completeness of any information in, or provided in connection with, the The Cape Fear Triathlon Club. sites. The Cape Fear Triathlon Club. is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the The Cape Fear Triathlon Club. sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

## 4. Indemnification.

You agree to indemnify and hold each of The Cape Fear Triathlon Club. harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of The Cape Fear Triathlon Club. or the violation of any term of this Agreement and Waiver.

## 5. Applicable Law; Consent to Jurisdiction.

You agree that exclusive jurisdiction for any dispute with The Cape Fear Triathlon Club. resides in the courts of the State of New Carolina and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of North Carolina in connection with any dispute including any claim involving The Cape Fear Triathlon Club. or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

## 6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the

validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Furthermore, I, for myself and my heirs and executors, hereby waive, release and forever discharge The Cape Fear Triathlon Club., event organizers, sponsors, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

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I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

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

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

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