

2007 Hudson Highlands Greenway Triathlon

WAIVER AGREEMENT

READ THIS DOCUMENT (THE "AGREEMENT") CAREFULLY BEFORE SIGNING.

This Agreement will affect your legal rights and eliminate your ability to bring lawsuits against the Releasees.

ADULTS ONLY

I understand and acknowledge that by affixing my signature below I am legally agreeing to the statements in the following paragraphs of this Agreement; and I further understand and acknowledge that my statements so affirmed are being relied upon in good faith by the various race organizers, sponsors, volunteers, property owners and administrators, and all other persons, entities, and parties defined below in Paragraph 3 as the "Releasees."

In consideration of my being permitted to participate in any way in whole or in part in the HUDSON HIGHLANDS GREENWAY TRIATHLON ("the Event"), I, for myself, my personal representatives, executors, administrators, heirs, next of kin, successors assigns, or anyone else who might attempt to sue on my behalf, hereby:

1. AGREE to comply with all the rules, regulations, and instructions of the Event and its directors and officials; and, in particular, to abide by any decision conveyed to me verbally during the Event by any Event director, official officer, contractor, or agent relative to my ability to continue to participate safely in the Event or any portion thereof.

2. CERTIFY and warrant that I have read the Event's "Competitor Information" and "Rules and Regulations," fully understand their contents, freely and willingly consent to be fully bound by the terms and conditions stated therein, and agree to comply with all customary terms and conditions of participation in such athletic events.

3. WAIVE, release, and forever discharge from any and all liability, causes of action, claims, demands, losses (economic and non-economic), injuries, damage to property, or other damages on my account for death, personal injury, or property damage, which may arise out of or result from my participation in, or my traveling to and from, the Event and its related activities, together with any costs including but not limited to any claims for theft, damage to any equipment, total, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions at the Event site or elsewhere, claims for medical or hospital expenses, or litigation expenses and attorney fees incurred as a result of any such claim whether valid or not, caused or alleged to be caused in whole or in part by the negligence, including negligent rescue operations, or otherwise of myself, the Event, the Philipstown Greenway Committee, the Hudson Highlands Land Trust, the Town of Philipstown, the Town of Philipstown Recreation Commission and Department, the Town of Philipstown Highway Department, the Garrison Union Free School District, the Village of Cold Spring, Putnam County, the Putnam County Highway Department, the Putnam County Sheriff's Department, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Hudson River Valley Greenway, the Hudson River Valley National Heritage Area, the Open Space Institute, the Hudson River Watertrail Association, any and all single or joint holders of rights-of-way whose permissions are granted in connection with the Event, any and all owners and lessors of premises on which the Event and its related activities take place, and any and all of officers, directors, officials, administrators, members, volunteers, employees, agents, contractors, representatives, associates, advisors, sponsors or advertisers of an of the foregoing, or any of their executors, administrators, heirs, next of kin, successors, or assigns (collectively and singly, the "Releasees").

4. COVENANT and agree not to sue any of the Releasees for any of the claims that I waive, release, and discharge herein.

5. INDEMNIFY, save, and hold harmless all the Releasees and each of them against any such claim that I or my guests or any one or more of my representatives, executors, administrators, heirs, next of kin, successors, or assigns may, despite my waiver and release in Paragraph 3 and my assumption of Risks in Paragraph 7 herein, have or assert against any of the Releasees, including any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the Event's "Rules & Regulations", and/or my actions or inactions which cause injury or damage to another person or to me.

6. ACKNOWLEDGE, agree, and represent that I understand that:

- (a) The Event in whole and in part is inherently an extreme test of a participant's physical and mental limits and is contingently exacting and hazardous under even the most favorable conditions, and that my participation in the Event and its related activities involves risks and dangers of damage to my personal property and of personal injury to myself, including but not limited to permanent disability, paralysis, sickness, and death ("Risks");
- (b) These Risks and dangers may be caused by or alleged to be caused by my own physical condition, actions, or inactions, or by the actions or inactions of other participants, volunteers, spectators, guests, or passersby on foot or in vehicles in, at, or around the Event or its related activities, or by negligence or carelessness on the part of the Releasees;
- (c) These Risks and dangers may be caused by or alleged to be caused by any and all physical conditions as may pre-exist on or about the course of the Event at the outset of the Event or by any and all physical contingencies as may operate or arise during the Event and its related activities, including but not limited to such terrain features, surface irregularities, loose ground, holes, obstacles, heat, humidity, rain, wind, wakes, animal attacks, defective equipment, dangerous road conditions and water hazards, vehicular, boat, and pedestrian traffic, and contact with other participants as I may encounter during my participation in the Event or its related activities;
- (d) There may be other Risks and/or social and/or economic losses not known to me or readily foreseeable at this time.

7. ACCEPT and assume all Risks and dangers recited above in paragraph 6 and assume sole responsibility for all losses, costs, injuries, and damages I sustain or incur as a result of my participation in the Event and its related activities; and, in particular, sole responsibility for all my possessions and athletic equipment before, during, and after the Event.

8. ATTEST, warrant, and represent that I am fully qualified to participate in the Event in whole or in part and possess all physical attributes, abilities, and skills required or assumed by my participation in the event, including proper physical fitness after sufficient and specific training for the Event and unimpaired health, as recently verified by a licensed medical doctor as being abundantly adequate for my participation in the Event; and, in the case that I undertake to participate in the kayaking portion of the Event, that I have had or will have by the time of the Event extensive solo kayaking experience and possess all requisite skills and strength to kayak safely and self-rescue in an open body of water under all conditions of wind, wave, wake, current, and traffic as may be variably encountered on the prescribed course on the Hudson River.

9. ACKNOWLEDGE and agree that it is my sole responsibility to determine whether I am or will be sufficiently fit, skilled, and physically trained to participate in the Event in whole or in part.

10. CONSENT to receive medical treatment, which may be deemed advisable in the event of injury, accident, or illness during the Event and its related activities.

11. GRANT to all the Releasees and each of them and to the public media the right, permission, and authority to use my name, voice, picture, or photograph in broadcasts, telecasts, advertisements, promotions, and press articles as they pertain to the Event, and waive any rights to future compensation to which I might otherwise have been entitled for such use.

12. CERTIFY that I understand that the Event course will be on public paths, roads, highways, and waterways that will not be closed to vehicular, motorized and non-motorized boat, and pedestrian traffic, and that I fully accept all the risks and hazards that my exposure to shared-use traffic during the Event and its related activities implies, including collisions and falls during my participation in the Event and its related activities irrespective of fault or negligence; and I assume complete responsibility for my own actions on all paths, roads, highways, waterways, thoroughfares, and public and private premises that comprise the course or are otherwise related to the Event in any way.

13. ASSUME complete responsibility, in the case that I undertake to participate in the bicycling portions of the Event, to compete on a bicycle that is properly equipped with safety devices as stipulated in the Event's "Rules & Regulations" and that has been recently inspected by a reputable bicycle dealer; and I will not hold any Releasee liable for any accidents occurring or alleged to occur as a result of the malfunction of my equipment, or for any other reason

14. ASSUME complete responsibility, in the case that I undertake to participate in the kayaking portion of the Event, to compete in a kayak that is properly equipped with safety devices as stipulated in the Event's "Rules & Regulations" and that has been recently inspected by a reputable kayak dealer, and I will not hold any Releasee liable for any accidents occurring or alleged to occur as a result of the malfunction of said equipment, or for any other reason

15. CERTIFY and warrant that I have read this Agreement, fully understand its terms, acknowledge that I give up substantial rights by signing it, and sign it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law; and I agree that if any portion of this Agreement is held to be invalid, the balance of the Agreement shall notwithstanding continue in full force and effect.

(Participant)

Print Name: _____ Age: _____ Date of Birth: _____

Signature: _____ Date: _____