

## **PARTICIPANT'S WAIVER FORM**

### **2015 TRI-AMateur Series Malaysia (TSM) – AQUATHLON AUGUST 2, 2015, PUTRAJAYA**

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 2015 TRI-AMateur Series Malaysia – AQUATHLON that you read and sign this document.

#### **1. I acknowledge that:**

(a) Participation in Aquathlon 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 and have not been advised against participation in TSM by a qualified health professional.

2. In consideration of being permitted to participate in TSM, 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 and running, and all other risks associated with participating in TSM.

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 Organisers; 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 organisation of TSM. 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 Organisers or individuals participating in controlling officiating or involved in or contributing to the conduct of or organising or watching TSM 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 for the purposes of treating or relieving injuries or physical harm that I may suffer as a consequence of participation in TSM. I authorise 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 realise 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 Organisers and any medical staff or volunteers and any individuals participating in, controlling, officiating, involved in or contributing to the conduct or organizing or watching TSM 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 TSM, or arising out of the risks I have assumed in participating in TSM 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 Organisers 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 Organisers from any and all claims made by me or liabilities assessed against the Race Organisers as a result of:

- (i) My actions or inaction;
- (ii) The actions, inaction or negligence or others including the Race Organisers;
- (iii) The conditions of the facilities, equipment or areas where TSM or other associated activities are being conducted;
- (iv) Implementation of the Competition Rules; or
- (v) Any other cause arising from an occurrence related to TSM; 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 2015 TRI-AMateur Series Malaysia – AQUATHLON and I acknowledge that my entry to TSM may be revoked or suspended for violation of the Competition Rules.

3. For the purposes of this document, “Race Organisers” means 2015 TRI-AMateur Series Malaysia – AQUATHLON, the 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,
2. I HAVE AGREED TO ENTER INTO TSM 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: \_\_\_\_\_

CONTACT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

BIB NO: \_\_\_\_\_

**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: \_\_\_\_\_

CONTACT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

BIB NO: \_\_\_\_\_