



2017 CREW & VOLUNTEER WAIVER AND RELEASE

I, _____, in consideration of the opportunity to participate as crew (which may include transporting or being transported by others) during the Event currently known as the Long Beach Triathlon (the "Event") held in Long Beach, CA (collectively, "Activities"), do hereby covenant with Pacific Sports LLC, the Race Director, and any sponsor, official or other entity associated with the Event (collectively, the "Releasees") that I will not sue or bring any legal action or proceeding against any of the Releasees, or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns for or on account of any loss, damage, injury or death that I may sustain by virtue of or arising out of Activities at the Event. These presents may be pleaded as a complete defense to any action or other proceedings which may be brought, instituted, or taken by me, my heirs or legal representatives against any of the Releasees or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns in breach of this agreement, reserving unto me the right to proceed against any and all other parties which may be involved in such action or proceeding.

I acknowledge that my Activities at the Event are without assumption of responsibility or risk of any kind by any of the Releasees and none of the Releasees makes any warranties of any kind with respect to my Activities. I understand the existence of, and assume the entire risk of, all dangerous or other conditions arising from and inherent in the Activities and waive any and all specific notice of the existence of such conditions. I acknowledge that Pacific Sports LLC has the right to terminate my Activities at the Event at any time and for any reason.

I further agree that in case any action being brought for or on behalf of myself on account of any injury or damage sustained by me while Activities or during the Event, I will be personally responsible to, and agree to repay to, any of the Releasees or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns and hold each of them harmless against any amounts recovered in connection with any such action and all related costs incurred by such Releasee.

I further give Pacific Sports LLC, or anyone authorized by Pacific Sports LLC, the right and permission, to use, edit and publish my name, image, likeness, voice or other attributes of me, or in which I may be included in whole or in part, or composite or altered in character, or form, in all manner or media related to the Event (collectively, the "Materials") in perpetuity. I waive any right that I may have to inspect or approve the Materials or their use. I release and discharge the Releasees and all persons acting under Pacific Sports LLC's permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in images or recordings, unless it can be shown that publication of them were maliciously caused, produced and published for the purpose of subjecting me to ridicule, scandal and indignity.

This Waiver and Release is executed by me not in satisfaction of any damages sustained or as compensation for injuries, nor in settlement of any claim for damages. The opportunity for my Activities at the Event is offered as consideration for this covenant and agreements contained therein. Acceptance of this covenant by Releasees is not an admission of any liability on any of their parts and that each expressly denies any liability in any manner. The validity, interpretation and construction of this agreement, and all other matters related to this agreement, shall be interpreted and governed by the laws of the United States of America. If any court of competent jurisdiction finds any provision of this agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of this agreement's remaining provisions.

I am over the age of 18 and have carefully read and understand the contents of this Waiver and Release.

PRINT NAME

Signature

Date

Emergency Contact & Relationship

Emergency Contact Phone Number