



**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PIRANHA SPORTS AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

## 2007 WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of PIRANHA SPORTS allowing me to participate in any PIRANHA SPORTS event (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with Event - triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by PIRANHA SPORTS. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: PIRANHA SPORTS, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

## PIRANHA SPORTS OWNED EVENT WAIVER

**REFUND POLICY:** ABSOLUTELY NO REFUNDS WILL BE MADE FOR ANY REASON. REFERRED TO AS "ENTRY FEES" BELOW AND INCLUDES ENTRY FEES, PARTICIPANT SHIRTS, UPGRADED PRODUCTS, ANY OTHER AMENITIES, INSURANCE, AND ONLINE ADMINISTRATIVE FEES. MUST BE PRESENT TO RECEIVE ANY ITEMS AS LEFTOVERS ARE DISTRIBUTED ON DAY OF RACE. WE DO NOT SHIP. ENTRY FEES CANNOT BE TRANSFERRED TO OTHER PERSONS OR APPLIED TOWARD FUTURE PIRANHA SPORTS EVENTS. SELLING YOUR RACE ENTRY SLOT IS STRICTLY PROHIBITED BY PIRANHA SPORTS. If you do sell your race slot, you will be disqualified from the race and you, as well as the entrant who purchased your slot, will be unable to race in another Piranha Sports event for a minimum of 2 years. Piranha Sports reserves the right to reject any entry if a valid photo ID is not presented at race packet pick-up. There is NO rain date for the event. In cases of inclement weather, natural disaster, acts of God, acts of war or other unforeseen extraordinary circumstances, management reserves the right to cancel the event and/or modify the race course for safety concerns. Under such circumstances, there will be absolutely no refunds or transfer of entries to future Piranha Sports events. Each athlete must accept any such risk of their entry fee paid including other amenities paid for such as participate shirts, upgrade products, insurance, and online administrative fees. All monies collected are used to develop and produce the event, including all race supplies, staffing, and administration. We pledge to make every effort to produce a fair, safe and exciting event for all. Management reserves the right to reject or accept a race entry for any reason. By signing up for this race, you acknowledge that you have read and agree to the terms listed on this page.

**TIMING AND CHIP REPLACEMENT POLICY:** I agree that all timing results are final as posted at the race site on race day. If I have a timing dispute, I agree that I'll inquire about it immediately about the results prior to the awards ceremony. No timing results will be modified once the awards ceremony begins. I agree that I am responsible for the timing chip, regardless of how the chip was lost/damaged (i.e. – placed on ankle by volunteer, other athlete, or equipment malfunction such as band). In the event of loss or damage of a Piranha Sports Timing Chip, I agree that I will be charged \$35.00 per chip lost/damaged to the credit card I used to pay online for the respective race(s). In the event I pay by check or by some other means, I agree that I'll be invoiced for this same amount and will pay upon receipt of invoice.

**CANCELLATION POLICY:** Should I decide not to race for whatever reason, the NO REFUND POLICY above applies. In addition, I understand that no race items including upgraded amenities will not be mailed prior to or after the event including race bags, shirts or other amenity. In addition, I agree these items will not be held for me to pick up at my convenience.

**LOST OR STOLEN GOODS:** I waive and hold harmless Piranha Sports for any lost or stolen goods at Piranha Sports managed events.

**CHANGES IN RACE FORMATS/RULES:** I agree that Piranha Sports has the discretion to make appropriate changes to rules, policies, procedures, etc. in regards to the Greater Atlantic Multisport Series, the Greater Atlantic Club Challenge, or any other special feature including, but not limited to, ranking and/or prizes. These changes can be made up to and including race day(s).

**INDEMNIFICATION.** You agree to indemnify and hold Piranha Sports, LLC harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Piranha Sports or the violation of any term of this Liability Waiver or the Active Terms of Service by you.

**APPLICABLE LAW; CONSENT TO JURISDICTION:** The Piranha Sports sites (excluding linked sites) are controlled by Piranha Sports from its offices within the State of Delaware, United States of America. By completing this event registration, you agree that all claims and litigations shall be brought in New Castle County, State of Delaware. **I also agree to waive my right for Piranha Sports events (owned or managed) as held outside of Delaware, to agree that all claims and litigations shall be brought in New Castle County, State of Delaware.**

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## PHOTOGRAPH WAIVER

1. **PHOTOGRAPHS:** I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the Event without compensation or further notice, and I agree to assign all copyright or other interests therein to Piranha Sports and EVENT OWNER(s).

## PIRANHA SPORTS ONLINE WAIVER

**EMAIL PERMISSION:** I agree and give permission for Piranha Sports to periodically send me information about race(s) and other Piranha Sports events via email. I may receive emails for purposes of but not limited to race announcements, updates, and promotional purposes. Should I elect not to have emails sent to me, I will inform Piranha Sports by replying in the email(s) sent that I wish to unsubscribe and understand that every effort will be made by Piranha Sports to honor such request. I will also hold Piranha Sports harmless in its efforts to honor my request(s). If I decide to unsubscribe from the Piranha Sports email distribution list, I knowingly agree that I will not receive information regarding the event to which I have registered and Piranha Sports will be held harmless for this missed information.

**USE OF ONLINE REGISTRATION:** (1) I represent and warrant that, in compliance with **Compliance with Children's Online Privacy Protection Act**, I am EIGHTEEN (18) years of age, and that if I am registering a child under fourteen (14) years of age, I am the parent of such child, and do hereby consent to the collection of such child's personal information by Piranha Sports. (2) Also, in the event the entry event is for an individual under the age of EIGHTEEN (18), I attest that I am the parent or legal guardian of the minor and hereby acknowledge that I am executing this AWRL for and on behalf of such minor. As the parent or legal guardian of such minor, I hereby bind myself, the minor, and our executors, administrators, heirs, next of kin, successors, and assigns to the terms of this AWRL. I represent that I have the legal capacity and authority, to act for and on behalf of the minor, and I agree to indemnify and hold harmless Piranha Sports, LLC for any expenses incurred, claims made, or liabilities accessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of this AWRL. (3) I also agree that Piranha Sports shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from (a) my use or inability to use the Piranha Sports website and/or online entry system, (b) any transactions entered into by me through the Piranha Sports website and/or online entry system, or (c) unauthorized access to or alteration of my transmissions or data, even if Piranha Sports has been advised of the possibility of such damages. I recognize that the Piranha Sports website and online entry system is provided on an "as is" and "as available" basis and that Piranha Sports 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. (4) I represent and warrant that I have full legal authority to complete this event registration using Piranha Sports online entry system, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if I am registering third parties, I represent and warrant that I have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, I agree that the terms of this AWRL shall apply equally to me and to any third parties for whom I am acting as agent. (5) I also understand that Piranha Sports will be listed as the billing vendor on the charge card statement. The charge card holder may be billed for time we spend investigating a disputed charge due to neglect on the card holders end. If the person who pays the monthly statement cancels this transaction, likewise your entry is cancelled.

**INDEMNIFICATION.** You agree to indemnify and hold Piranha Sports, LLC harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Piranha Sports or the violation of any term of this Liability Waiver or the Active Terms of Service by you.

**APPLICABLE LAW; CONSENT TO JURISDICTION:** The Piranha Sports sites (excluding linked sites) are controlled by Piranha Sports from its offices within the State of Delaware, United States of America. By completing this event registration, you agree that all claims and litigations shall be brought in New Castle County, State of Delaware.

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### VOLUNTEER UNDER 18 WAIVER:

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.