

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to volunteer in any way for the Aspirus Keweenaw Copperman Triathlon (AKCM) I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Triathlon events and that I am qualified, in GOOD HEALTH and in PROPER PHYSICAL CONDITION to volunteer for such event. I further acknowledge that the AKCM will be conducted over public roads and facilities open to the public during the AKCM and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the AKCM.

Initial Here:

2. FULLY UNDERSTAND that: (a) VOLUNTEERING FOR TRIATHLONS INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the AKCM; the condition in which the AKCM takes place, or the NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

Initial Here:

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the AKCM, its respective administrators, directors, agents, officers, members, participants and employees, other volunteers, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the AKCM takes place (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. I FUTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.

Initial here:

**I understand that I may be removed from the activity if I do not obey the laws of Michigan, if applicable.**

**PUBLICITY RELEASE**

AND I AGREE THAT THE AKCM MAY SHARE INFORMATION AND PHOTOGRAPHS ABOUT MY PARTICIPATION IN THE 2009 AKCM WITH THE MEDIA AND IN ITS OWN PUBLICATIONS.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR 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 AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
PRINTED NAME OF VOLUNTEER      Volunteer’s Signature (only if age 18 or older)      Date

\_\_\_\_\_  
Volunteer’s Mailing Address      City      State      Zip Code      Phone

\_\_\_\_\_  
Volunteer’s Email Address      How many years have you volunteered for the Copperman?

\_\_\_\_\_  
Signature of Parent/Guardian (required if volunteer is under 18 years of age)