

**K-TOWN TRI (KINGSTON) INC. AUGUST 2, 2009, KINGSTON, ONTARIO  
RELEASE OF LIABILITY, WAIVER OF CLAIMS  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**By signing this document you will waive certain legal rights, including the right to sue.  
PLEASE READ CAREFULLY**

**AWARENESS AND ASSUMPTION OF RISK**

I am aware that the sport of triathlon involves risks including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of The K-Town Tri (Kingston) Inc., its officers, directors, committee, marshalls, volunteers, suppliers and sponsors (including CIBC Wood Gundy, CIBC Asset Management, The Burkom, Hopkins, Kingston and Leblanc Investment Team, Runners' Choice, New Balance and all other sponsors), The Ontario Association of Triathletes, its directors, officers, officials and volunteers, City of Kingston, The Kingston Fire Department, Frontenac Paramedic Services, Sportstats, Events Online, Town of Gananoque, Town of Gananoque Police Force, Township of South Frontenac, Kingston Police Force, Ontario Provincial Police (South Frontenac and Kingston detachments), Kingston 1000 Islands Cruises, CORK, Motor Maids, the Canadian Ski Patrol System and its members, the Department of National Defense, INVISTA (Canada) Company, other participants and owners of the facilities where the activities occur, and all their representatives, successors, assigns, parent, subsidiary, affiliate or related companies (referred to in the rest of this agreement as "THE K-TOWN TRI AND OTHERS". I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income. I accept it is my responsibility to familiarize myself with the course route, and I accept it is my responsibility to conduct myself in a safe manner at all times, observe and obey race volunteers and marshals, and observe race signage on all courses. I accept it is my sole responsibility to ensure my bicycle is safe and roadworthy.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of The K-Town Tri accepting my application to participate in this activity, I agree:

1. To waive any and all claims that I may have in future against THE K-TOWN TRI AND OTHERS.
2. To release THE K-TOWN TRI AND OTHERS from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of my participation in this activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify THE K-TOWN TRI AND OTHERS from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in this activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE K-TOWN TRI AND OTHERS.**

Signed this \_\_\_\_\_ day of August 2009

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Please print name clearly**