

Assumption of Risk and Release From Liability

(Read carefully before signing)

I know and understand that pentathlon in its various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in pentathlon competitions and clinics (all of which are hereinafter collectively referred to as "Activities"), involve many **RISKS, DANGERS AND HAZARDS**. These risks, dangers and hazards include, but are not limited to, changing weather, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, injury from a horse, being struck by equipment, and exceeding my own abilities. I further understand that pentathlon training and competitions involve performance at the limits of one's abilities, and therefore are more hazardous than recreational activities. I understand that **INJURIES OF ALL TYPES ARE COMMON AND ORDINARY OCCURANCE**. I know that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competitions. I also know that personal training, coaching, instruction, supervision and enforcement of rules by USA Pentathlon, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, clubs, competition organizers, the **University of the Incarnate Word, St Anthony Catholic High School, the Russell Equestrian Center**, and sponsors (hereinafter the term "**USAP**" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in pentathlon training and competition, I **FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of USAP.

In partial consideration of USAP's acceptance of my competition application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter the "Member") agrees to:

Member agrees never to utilize any venue, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the venue, course or facility.

Member hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY USAP (as defined above) FROM ANY CLAIMS**, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including death), suffered by any person from or in connection with member's participation in and Activities in which USAP is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of USAP. Member's sole remedy in the event of any injury shall be compensation for medical expenses under the USAP secondary accident insurance program.

Member hereby **RELIEVES USAP OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which USAP is involved in any way.

Member authorizes USAP to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of USAP, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall indemnify USAP of and from any such costs.

The Agreement shall be construed in accordance with, and governed by substantive laws of, The State of Colorado and The State of Texas without reference to principles governing choice of conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against USAP must be maintained in state courts sitting in Colorado for federal district courts sitting in the District of Colorado, and member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, *MEMBER SIGNIFIES THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Signature: _____ Date of Birth: _____

Print Name: _____ Title: _____ Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR ALL MINOR MEMBERS

As the parent or guardian of the minor Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns, I intend to give up my right, the Member's rights, and the rights of any other parent or guardian to maintain any claim or suite against USAP arising out of the Member's participation in any Activities involving USAP in any way. I believe and represent that **I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY USAP** from and against any and all liability arising out of any lack of authority on my part to legally bind the Member, or any unenforceability for any reason the above agreements, representations, waivers and releases made by or on behalf of the Member.

Parent or Guardian Signature: _____

Print Parent or Guardian Name: _____ Date: _____