

**2009 WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of Alive with Mission Me Inc., d/b/a Alive with Mission Me!®, allowing me to participate in the Alive with Mission Me!® Kids Triathlon Clinic (the “**Event**”), 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 triathlon, and realize that running, bicycling, swimming and other portions of such Event 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 (“**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. I also accept sole responsibility for my own conduct and actions while participating in the Event.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Alive with Mission Me Inc. and each of its 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 actions, 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 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.

PRINT NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

PARTICIPANT’S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

***As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and condition of this Agreement in connections with the minor’s participation in the Event. 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 may be incurred as the result of such claim.***

PARENT/ GUARDIAN SIGNATURE (required if participant is under the age of 18): \_\_\_\_\_

DATE: \_\_\_\_\_