

Release of Liability for the 2022 Barbara Schmidt Millar Triathlon and 5K:

1. I acknowledge that the Barbara Schmidt Millar Women's Triathlon & 5K (hereinafter an "Event") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THE EVENT either individually or as a member of a relay team. I acknowledge and agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter. I know that I should consult with a medical doctor before participating in this event. If I have NOT done so, I understand that I have assumed the risk of injury that could result and will not seek to hold anyone else responsible.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might attempt to sue on my behalf, I HEREBY WAIVE, RELEASE and FOREVER DISCHARGE THE FOLLOWING PERSONS OR ENTITIES ("the Released Parties"), Barbara Schmidt Millar Women's Triathlon & 5K, Sierra Nevada Memorial Hospital Foundation, Inc., Sierra Nevada Memorial Miners Hospitals Inc., Dignity Health, A Change of Pace, Danielle Scallin and the BSM committee, NID, Cascade Shores, all event sponsors, event producers, event staff, administrators, and other governmental bodies and locations in which Events or portions of Events take place, and their collective agents, servants, employees and volunteers, from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind, for death, personal injury, or property damage which may arise out of, result from, or relate to my participation in the stated Event, including but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decision (at the Event site or elsewhere), and any claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS of running, bicycling, and participating in all other sports and aspects of any Event in which I decide to participate (collectively, "risks"). I acknowledge that these risks may include dangerous conditions and exposure to potential physical injury or even death resulting from, among other things, vehicles or persons on the race course, falls, contact or encounters with other participants, staff, officials, contractors, vendors, volunteers and spectators, the effects of weather including heat, cold, and humidity, defective equipment and dangerous conditions on the roads. **By signing below**, I understand that I will be participating in all aspects of the Event at my own risk, that it is ultimately my responsibility to risk participation in the Event and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from all such risks. I further understand that these risks I am releasing include injury arising out of the negligence or carelessness on the part of persons or entities defined above as Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.

I HEREBY AFFIRM THAT I AM A FEMALE AND AM EIGHTEEN (18) YEARS OF AGE OR OLDER. "I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

IF I AM BETWEEN THE AGE OF 13 AND 17 AND PARTICIPATING IN THE RUN/WALK I UNDERSTAND A PARENT OR LEGAL GUARDIAN MUST SIGN MY WAIVER.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGALLY ENFORCEABLE CONTRACT BETWEEN MYSELF AND THE ORGANIZERS OF THE EVENT AND/OR ITS AFFILIATED ORGANIZATIONS. I SIGN IT OF MY OWN FREE WILL.”

Note that as a participant you may be photographed on race day. Photos may be used for media, marketing or promotional purposes for BSM and the Sierra Nevada Memorial Hospital Foundation.
EACH PARTICIPANT MUST SIGN THIS WAIVER.

Printed Name: _____

SIGNATURE: _____

Date: _____