

AGREEMENT, RELEASE and WAIVER OF LIABILITY (West Plains WunderWoman Triathlon)

This Agreement, Release, and Waiver of Liability (herein "Agreement") is entered into on August 19, 2012.

This Agreement is by and between (**competitor**) _____ and his or her marital community and spouse, if any, and shall bind his or her executors, personal representatives, administrators, heirs, next of kin, successors, assigns and anyone else who might have a right or responsibility by or through or arising from or related to him or her (hereafter "Athlete") and Emde Sports, LLC, (hereafter "Emde Sports") its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, representatives, owners, and assigns.

RECITALS

Emde Sports is an athletic oriented LLC business corporation conducted by Michael and Marla Emde. Emde Sports supports and/or sponsors and/or organizes certain athletic events. While its role may be within one of these categories its role is not always the same. Emde Sports is in part a hobby for Michael and Marla. Risk management and economic considerations require contract-based limits on Emde Sports' responsibility to the fullest extent permitted by law. The events supported or sponsored or organized by Emde Sports are optional. Athlete is not obligated to enter or participate in an event. However, if Athlete does enter or participate each of the terms of this Agreement are an essential part of the Agreement and consideration for Athlete's entry and/or participation. This Agreement is intended to provide complete and full allocation of all risks to Athlete and completely waive and release Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns. The title to this Agreement is for reference, and not intended to limit its terms or application. Athlete agrees and understands that Emde Sports will rely on this Agreement as a condition and prerequisite to Athlete participating in the event.

AGREEMENT

The Recitals are part of the terms of this Agreement. **CONSIDERATION:** In consideration for entry and/or participation by Athlete in The West Plains WunderWoman Triathlon, Athlete agrees to be bound by this Agreement and to pay all fees. **ACTIVITIES and RISKS:** Athlete agrees that the Event is strenuous and may pose risks from a wide variety of sources too numerous to list. Athlete accepts all responsibility for all sources of risk. While potential injuries and/or health risks are too numerous to list, without limitation they include death, jury to organs, bone, muscle and other areas of the body, for which Athlete accepts all responsibility.

Athlete agrees that there are numerous types and sources for property loss and or damage, for which Athlete accepts all responsibility. **ALLOCATION OF RISK and ASSUMPTION OF RESPONSIBILITY:** Athlete agrees that it is Athlete's responsibility to determine whether Athlete is sufficiently experienced, fit, and healthy enough to safely participate in the Event, and by signing this Agreement represents and warrants that Athlete is or will be sufficiently experienced, fit, and healthy before he or she participates. Athlete represents and warrants that Athlete has no experience deficiency, and no physical or medical condition which would endanger Athlete or others, or interfere with or compromise the safety of Athlete or others. Athlete agrees that injury, damage, or loss sustained by Athlete may be the result of negligence, negligent omission, and/or carelessness or some other level of failure or act on the part of Emde Sports its associates, volunteers, sponsors, promoters, organizers, affiliates, employees, representatives, owners, and assigns or others and that as a term of this Agreement, Athlete is assuming all responsibility for negligence, negligent omission, and/or carelessness or some other level of failure or act by Athlete, Emde Sports, its associates, volunteers, sponsors, organizers, promoters, affiliates, employees, representatives, owners, and assigns or others. **DISCHARGE, RELEASE, AND WAIVER:** Athlete hereby discharges, releases, and waives any and all claims, causes of action, legal and equitable, liability, damages and losses of every kind, whether economic or non-economic, against Emde Sports its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns. **COVENANT NOT TO SUE, HOLD HARMLESS, DEFEND, and INDEMNIFICATION:** Athlete hereby contracts and agrees not to sue Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns for any claim or matter arising from or related to Emde Sports, Athlete and/or the Event. Athlete agrees to hold harmless, defend, and indemnify Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns from and for any and all claims, causes of action, legal and equitable, liability, damages and losses of every kind, whether economic or non-economic, including attorneys' fees, litigation expenses, and/or fees, expenses, and costs arising from or related to Emde Sports, Athlete and/or the Event. **GRANT, AUTHORIZATION and WAIVER:** Athlete grants Emde Sports the right, permission, and authority to use Athlete's name, voice, picture, or photograph, or image in any broadcast, webcast or live online stream, telecast, commercial advertising, promotion, or other medium, and waives any right to compensation presently or in the future to which Athlete might otherwise have been entitled for such use. **PARENT OR LEGAL GUARDIAN:** If Athlete has a parent or legal guardian, the parent or legal guardian signing on behalf of Athlete represents, warrants, and affirms that he or she has the legal capacity and authority to sign and act on behalf of Athlete

and bind Athlete to this Agreement. If court action or any legal step is required to obtain the necessary authority to make the terms of this Agreement binding on Athlete, the parent or guardian represents and warrants that he or she has or will obtain all required authorization before Athlete participates. The parent or legal guardian who signs this Agreement further agrees to be bound by this Agreement and to hold harmless, defend, and indemnify Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns to the same extent as Athlete is or would be obligated if Athlete had the capacity or was of sufficient age to be bound without authorization or approval of a parent or legal guardian. **VENUE and JURISDICTION:** Athlete consents and agrees that venue and personal jurisdiction for any and all claims related to Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns or the Event shall be in and reside with Spokane County Superior Court, Spokane County Washington, irrespective of where the Event or claim or loss takes place. **ENFORCEMENT:** a) If any provision or part of a provision in this Agreement is determined to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, that provision or part of the provision shall be severed from this Agreement in as limited a manner as the law permits, and shall not affect the validity and enforceability of all remaining parts of the provision or the provisions. b) This Agreement shall be enforced to the greatest extent permitted by law. c) Headings are provided for convenience and reference and not limitation of the Agreement. d) Athlete is encouraged to have this Agreement reviewed by the lawyer(s) of Athlete's choice. f) Each provision has been specifically bargained for. g) Athlete is free to not enter or participate in the Event. h) The rule of construction that a contract term is construed against the drafter shall not apply, and the terms shall be construed to have their plain meaning and not against Emde Sports, its associates, volunteers, sponsors, promoters, affiliates, employees, representatives, owners, and assigns under any circumstances. i) This is the full agreement, all prior or contemporaneous representations oral or written are discharged, not to be relied on, not enforceable and any modification of this Agreement must be in writing signed by Michael or Marla Emde.

Athlete and/or Signatory hereby affirms that he or she has read, fully understands, has authority to enter, and agrees to be bound by each term of this Agreement.

Athlete or Parent or Guardian

Signature/Date

Printed Name and Status: Athlete, Parent or Guardian

