



Rocky Top Multisport Club Waiver



RockyTop Multisport Club
P.O. Box 50003
1237 E. Weisgarber Rd.
Knoxville, TN 37918
www.rtmcknox.com

First Name	Last Name	Birth MO/YR	Gender
Address		Email Address	
City		Phone Number (optional)	
State	Zip	USAT Member # (if applicable)	

NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.

In consideration of my participation in the Rocky Top Multisport Club (RTMC) event(s), I hereby freely and voluntarily agree to the following representations, waivers, and agreements:

I know and understand that RTMC is a Triathlon/Duathlon/Multi-sport club and the sports of Triathlon, Duathlon, and adventure racing are action sports that combine individual sports such as swimming, biking, running, kayaking, as well as other athletic activities, each of which independently or in any combination with other sports do carry significant risks of serious personal injury, death, and property damage. I also know and understand that while participating in and/or training for these sports I am exposed to many natural, mechanical, and environmental conditions and risks which independently or in any combination with my action or inaction or actions of others may cause property damage or bodily injury, including severe or fatal injuries to myself or others.

I agree that I alone am responsible for: a) my proper presentation and safety while participating in any RTMC Sponsored; RTMC organized; RTMC promoted /posted in or on the RTMC Website, RTMC Newsletters, RTMC Yahoo! Groups, RTMC emails, brochures, or any other form of member information distribution utilized by RTMC, its members or its sponsors; or RTMC Member coordinated event, which includes, but is not limited to, organized racing; training/workout sessions in open water, lap pools, gymnasiums, private and public facilities, on dirt or paved traffic non-controlled streets, roads, and paths; seminars/presentations; or other club activities (RTMC Events); b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such RTMC Event; and c) wearing a properly functioning and fitting SNELL or ANSI approved helmet while participating in any RTMC Event which includes bicycling, regardless of form (i.e., road or mountain riding). I also represent that I have no physical or medical condition, which to my knowledge, would endanger myself or others while I participate in these action sports or RTMC Events.



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Being fully aware of these risks, conditions, and hazards associated with these action sports, I hereby acknowledge that RTMC, its directors, founders, members, sponsors, trainers, presenters, contractors, agents and any other club-affiliated individuals and/or entities (RTMC & Affiliate) are not medical professionals and are without the expertise to diagnose medical conditions or impairments and are not in any way responsible for my safety while participating in any RTMC Event, and I further agree to waive, release and discharge myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter successors) in any and all claims of damages for death, personal injury, or property damage which I may have or which may hereafter accrue to me as a result of my participation in any RTMC Event, against any RTMC & Affiliate, whether such injury or damage was the result of negligence or carelessness on the part of any RTMC & Affiliate and whether such injury or damage was foreseeable or not, including all such claims regarding the design or condition of any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by any RTMC & Affiliate.

I further agree to forever hold harmless and indemnify all persons and entities identified above, generally and specifically from any and all liability for death, personal injury, or property damage resulting in any way from my participating in RTMC Events of any kind, whether I am a member or a nonmember at the time of the occurrence of such events. Without affecting any other rights or remedies, I hereby release and relieve RTMC & Affiliate and waive my entire right to recover damages against RTMC & Affiliate for loss or damage to property arising out of or incident to the perils required to be insured against. The effect of such release and waiver is not limited by the amount of insurance carried by any RTMC & Affiliate, or by any deductibles applicable hereto. I agree to have my insurance carriers waive any right to subrogation that such companies may have against RTMC & Affiliate so long as the insurance is not invalidated thereby.

I also agree for myself and my successors that the above representations are not mere recitals and that they are binding and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. There are no implied warranties or representations made other than those in this document, and this document contains the entire agreement between the parties and if any term or provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

I acknowledge that I am 18 years of age or older and that I have read and understood the contents of this document, or I am the parent or legal guardian if the RTMC Event participant is under the age of 18, and I have accepted and agreed to all the terms in this document on behalf of the minor child,

NAME (PRINT): _____

Signature: _____ Date: _____