



ointy Helmet Coaching

Acknowledgement of Risk, Release of Liability

I am applying to participate in the Pointy Helmet Coaching athletic training program and related activities (collectively "Training") being fully aware that the Training involves risks. I accept all the risks of participatin in the Training, even if they are created by the carelessness or negligence of a Released Party or anyone else. Risks of the training include, without limitation, risks of bicycling, running, swimming, triathlon, duathlon, physical exertion, training and competing in large groups of people where a person may be knocked down and fallen on, motor vehicles, and road and surface conditions. Additional risks are described on the accompanying List of Possible Hazards. I know there are other risks too that are not listed and I accept them too.

I fully release, discharge and waive any Claims I may have, now or in the future, against the Released Parties, even if Claims are based on the carelessness or negligence of a Released Party or anyone else. ("Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death which are related to or in any way connected with my participation in the Training which I or my heirs or personal representative could make. "Released Parties" as used in this document means Pointy Helmet Coaching, its Managers, Members, Officers, employees, consultants and agents, coaches, associate coaches and employees and agents of associate coaches.)

I agree not to sue Released Parties for Claims, even if the Claims arise from the carelessness or negligence of a Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party, from any loss or liability (including any reasonable attorneys fees they may incur) defending any Claim made by me or by anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a Released Party or anyone else.

I am aware that there is no obligation for any person to provide me with medical care during the Training. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that it is advisable to consult a physician prior to participating in the Training. If I have consulted one, I have taken the physician's advice.

I grant my permission to Pointy Helmet Coaching and of its transferees and licensees, to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the Training which may depict, record, or refer to me for any purpose, including commercial use, by Pointy Helmet Coaching, its sponsors, associate coaches and their licensees.

I intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as is permitted by the laws of the State of Florida. If any portion of it is held to be invalid, I agree that the rest of it shall continue in full force and effect. The singular of nouns and pronouns in this document includes the plural and the plural includes the singular. I agree that this agreement was made in Gainesville, Florida and that the laws of the State of Florida shall govern its interpretation and enforcement.

Name: _____

Signature: _____

Date: _____

Please sign and return this form to your Pointy Helmet coach before your service begins.