

# INfirmARY — HEALTH — duathlon

RUN • BIKE • RUN

April 6 • 8 a.m. Mobile Infirmary Campus



Cash award for top 3 male and top 3 female overall finishers!  
Race Packet Pick-up April 5, 3-6 p.m. at ProHealth [infirmaryduathlon.org](http://infirmaryduathlon.org)

INfirmARY — HEALTH —



**I ACKNOWLEDGE THAT, BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE INfirmARY FOUNDATION, INC., AND ALL OF ITS AFFILIATE ENTITIES, AS WELL AS ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND VOLUNTEERS (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of being permitted to participate in the EVENT by one or more Releasees, or the acceptance of my application for entry in the EVENT, I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT CYCLING AND RUNNING MAY BE INHERENTLY DANGEROUS SPORTS AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE EVENT, whether as a rider, runner, official, coach, volunteer, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION, INCLUDING, by way of example, and not limitation: dangers associated with man made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders or runners; and fixed or moving objects; the dangers arising from surface hazards, including potholes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the EVENT organizer and others; THE RELEASEES OWN NEGLIGENCE, whether active or passive, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the EVENT. For myself, my heirs, legal representatives, and successors in interest (collectively "Successors"), I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE Releasees OF AND FROM ANY AND ALL RIGHTS AND CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the EVENT, or travel to or return from the EVENT. When cycling, I will wear a helmet which satisfies the requirements of all applicable laws and regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which would endanger myself or others if I participate in the EVENT, or would interfere with my ability to safely participate in the EVENT. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the EVENT. If any term and provision of this contract is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.