

ATHLETE'S AGREEMENT AND RELEASE OF LIABILITY

Victory Triathlon Training, Inc. dba TriLaVie & Swim Velocity & Martha Szufnarowski
USAT Certified Triathlon Club
US Masters Certified Swim Team

- 1.) In consideration of being allowed to participate in the activities and programs of VTT, INC. DBA TRILAVIE & SWIM VELOCITY and to use her facilities, equipment and machinery in addition to the payment of any fees or charges, do hereby waive, release and forever discharge VTT, INC. DBA TRILAVIE & SWIM VELOCITY and its officers, agents, employees, representatives, executors and all others from any and all responsibility from injuries or damage resulting from my participation in any activities. I do also hereby release all of those mentioned, and any others acting on their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activities with VTT, INC. DBA TRILAVIE & SWIM VELOCITY or the use of any equipment at her facility or training locations.

- 2.) I do hereby declare myself to be sound physically and suffering from no condition, impairment, disease, infirmity or other illness that would prevent me from participation, or the use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness program or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly physical examination and consultation with my physician as to the physical activity, exercise and use of exercise equipment so that I may have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been give my physician's permission to participate, or that I have decided to participate in activity and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities, utilization of equipment and machinery in my activities.

- 3.) I understand and am aware that strength, flexibility and aerobic exercise, triathlon and marathon training, including the use of equipment are potentially hazardous activities. I also understand that these fitness activities (including cycling, running and swimming) involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with the knowledge of the dangers involved. I do hereby agree to expressly assume and accept any and all risk of injury and death.

- 4.) I hereby irrevocably agree and consent that VTT, INC. DBA TRILAVIE & SWIM VELOCITY and any subsidiaries, successor and assigns shall have the right to use my name, voice, picture (still or moving) and likeness in connection with the advertising, publicizing and merchandising of any and all programs, services and products relating to this program now in existence or created in the future. I understand and consent to the editing of my appearance and that the rights are granted worldwide and in perpetuity for all media now known or herein after devised.

I have read and understand the meaning of the release and I agree no changes are valid unless initialed by VTT, INC. DBA TRILAVIE & SWIM VELOCITY.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

In case of an emergency, please call:

NAME: _____ RELATIONSHIP: _____

PHONE: _____ ALLERGIES/MEDICAL: _____