

**2009 CAPITAL OF TEXAS WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The Capitol of Texas Triathlon organizers and sponsors believe that the water quality in Town Lake is and continues to be safe and of a nature that makes human entry and activity acceptable. Each and every year that this event has been held in this venue we have been confident, based upon information obtained from all of the resources contacted, that swimming in Town Lake is acceptable. However, the impact of very heavy rains and surface runoff could adversely affect the event, as could other unforeseen circumstances, and this is to only remind you certain situations are beyond our control. Should we learn from credible sources that the water quality is unsafe we would certainly take precautionary measures, to include, if deemed necessary, cancellation and/or limitation of the swim portion of the event. At this time we believe that such measures are unnecessary. We remind everyone that all of this activity is inherently dangerous and that by participating you are assuming some degree of risk for your activities.

Active Waiver:

Liability Release: I, the undersigned, am aware that participating in an event such as a triathlon or triathlon relay, including the Capital of Texas Triathlon, is a potentially hazardous activity, and that I, (or my child, if I am signing as parent or guardian) should not so participate unless physically able. I verify that I am (or my child is) medically fit to participate, and will have sufficiently trained for the event prior to participation. I (and my child, if I am signing as parent or guardian) agree to abide by the rules and decisions of any event official relating to participation, and assume all risks associated with participation in the event and any associated event or activities, including but not limited to, falls, contact with other participants, effects of the weather such as high heat and/or humidity, traffic and road conditions, all such risks being known and appreciated. I also understand that swimming in lakes and rivers (open water swimming) carries inherent risks and dangers, and I (and my child, if I am signing as parent or guardian) assume all risks associated with open water swimming. In consideration of acceptance of the entry fee, and intending to be legally bound, I (and my child, if I am signing as parent or guardian) and any one entitled to act on my (or our) behalf(s), assume all risks associated with participation, and waive any and all claims whatsoever against, and fully release The Capital of Texas Triathlon, R&B Sports, LLC, race day volunteers, and all event promoters and sponsors, as well as their parents, affiliates, subsidiaries, officers, directors, employees, contractors, heirs, representatives, successors, attorneys and assigns (collectively "Released Parties"), from all injuries, claims, damages, or liability of any kind arising from my (or my child's) participation in this event, expressly including any injuries, claims, damages and/or liability arising out of the negligence of any of the Released Parties. I further agree that if, despite this Liability Release, I, or anyone on my behalf, make a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such claim, and for any other liability which may be incurred as the result of such claim.

I grant full permission to any and all of the foregoing to use my (and my child's) name, or photographs, videotapes, or other recordings or participation in this event, without obligation or liability to me (and my child). I also understand that entry fees are not refundable. I have read this agreement carefully, understand it, and certify my agreement by my selection above.