



USA TRIATHLON WAIVER GUIDELINES

All race directors sanctioning events with USA Triathlon (USAT) must ensure that participants have signed the USAT membership waiver (and it is valid through the event date) and the race director's own event specific waiver. Race directors should also ensure that their volunteers sign waivers. To assist race directors with waivers, this document is designed to provide race directors with guidance on:

- **Collection of USAT waiver signatures**
- **Recommended wording for event waivers**
- **Volunteer Waiver Template**

1. Collection of USA Triathlon Membership Signatures

All participants in USAT sanctioned events must be members of USAT. If a participant cannot prove their valid membership status at the time of registration for the event, the race director must ensure the participant signs a USAT waiver during their registration process.

There are three acceptable methods for collecting USAT waiver signatures:

- a) **Use USAT waiver forms provided by USAT at packet pick-up**; copies of these waivers (whether hard copy or digital) must be collected and emailed to USAT after the race. The race director must retain these copies for at least seven (7) years from the date of the event. OR
- b) **Use a PDF version of the waiver** which is downloadable from the race website or attached to registration handouts; again, copies of these waivers, in either format, must be collected and emailed to USAT after the race. The race director must retain these copies for at least seven (7) years from the date of the event. OR
- c) Incorporate the waiver into the **event online registration** and collect electronic signatures and time stamps from participants completing the waivers. Online waivers must be made available to USAT.

When collecting USAT waivers online, please follow the guidelines below.

Online Waiver Mandatory Guidelines:

- a. *Approval:* USAT reserves the right to approve the online registration/waiver prior to its initiation. Race directors are responsible for ensuring that they are compliant with these guidelines.
- b. *Required Read:* Race directors must ensure that athletes are required to scroll down to read the entire waiver prior to accepting it.
- c. *Two Confirmations:* Below the waiver language, race directors must include two places in which the athlete must agree to the waiver (each athlete should have to click twice per waiver).
 1. **"I agree"** followed by a check box.
 2. **"Initials of athlete over 18 years of age or parent/legal guardian of minor under 18 years of age or legal guardian of incapacitated and/or mentally challenged person"** followed by text box for athlete or parent/guardian signature or initials.
- d. *Time Stamp/Retention:* Athlete's name, two "confirmations" (as described in c. above), date and

time stamp should be recorded for each signed waiver and all information should be saved for seven (7) years from the date of the event.

- e. *Format:* It is important that the waiver is clear and easy to read by participants. The font size must be a minimum of 10-point font online. The paragraphs must remain intact and cannot be conjoined (i.e., keep the same spacing).
- f. *No Added Language:* No added language may surround the waiver prior to the clicking of the “signature.” You must separate any other provisions or agreements from the waiver and signature lines.
- g. *Modifications:* Race directors must NOT make any changes to the waiver without USAT prior written approval. Race Director must also ensure that athletes cannot modify the waiver. Any unapproved changes may result in sanctioning being forfeited and the race director will be liable for any legal consequences caused by the medication(s).
- h. *Use of USAT Logo:* If sanctioning is refused or revoked for an event, the race director must immediately remove all USAT materials from their registration process including the USAT waiver and logo.
- i. *Records:* Race directors must maintain a list of participants who electronically signed the USAT waiver including participants’ first and last name, date of birth, zip code, time stamp and copy of waiver for seven (7) years from the date of event. Race directors must provide a copy of the USAT waiver for a participant immediately if requested by USAT.

2. Recommended Wording for Event Waivers

USA Triathlon sanctioned race directors must ensure all athletes sign a race waiver. This is crucial to protect race directors, event staff, volunteers and USA Triathlon. Although the enforceability of waivers is often challenged and they are not a silver bullet, we have seen liability claims against race directors being dismissed based on strongly and appropriately worded waivers.

It is important that event waivers are clear for athletes to read and understand their terms; please ensure font size is appropriate (i.e. not a small size) and consider putting key provisions in bold or otherwise highlighting them.

USA Triathlon recommends including the following clauses when creating your waiver; we also provide a short description of what the clause is and why you should consider including it:

Non-Suit and Release of liability

WHY? This section sets out that the athlete agrees not to sue you (and the other listed parties) in event of something happening and if, they or someone on their behalf does take legal action against you, they will indemnify you for such action. USAT's waiver includes the following wording (not that you should carefully review the highlighted wording to determine who should be listed):

“I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: World Triathlon, USAT, the Event owners, organizers and promoters (including any contractors), Race Directors (contractors), other participants in the sanctioned event, Sponsors, Advertisers, host cities, USOPC, Local Organizing Committees, venues and property owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to (i) my participation in the Event, and/or (ii) any INJURY, ILLNESS OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH resulting from a communicable disease, such as COVID-19) arising out of or related to the

Event, and, with respect to (i) and (ii), including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim."

Acknowledgement and Assumption of Risk.

This section makes it clear that the athlete knows they are undertaking a risky activity, are aware of the types of risk and voluntarily agreed to it. USAT's waiver includes the following wording:

"I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease (including but not limited to communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; use of unmanned aerial vehicles (also known as drones), situations beyond the immediate control of the relevant Event's organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims under Section 1542 of the California Civil Code (collectively, "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly and voluntarily choose to assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event."

Arbitration

USAT includes an arbitration clause given our preference for litigating these disputes via arbitration, rather than in court. If this clause prevails, we have the certainty of knowing where the dispute will be heard and we will not have to face the lottery of state/local courts. Also, arbitration is confidential. USAT's waiver includes the following wording but you should consider which type of arbitration (AAA, JAMS, etc) is best for you and where it should be held (e.g., your home state is usually the best option for costs and other reasons):

"In the event of a dispute between me and any of the Released Parties, such dispute shall be settled by arbitration administered by the Court of Arbitration for Sport. The hearing shall be conducted in Colorado Springs, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

Consider adding:

- Any dispute or claim arising out of or in connection with this [Agreement] shall be governed by the laws of the State of [add] without regard to its conflict of law rules.
- I agree by entering into this [Agreement] that I am waiving any right to a trial by jury with respect to any dispute between the parties to this [Agreement]."

USA Triathlon Membership

Please include an athlete acknowledgement that they are a USAT member and therefore have signed USAT's membership waiver (USAT's waiver also includes references to race directors).

"I agree and acknowledge that I am a member of USA Triathlon with respect to the date of the event in which I am participating and, in joining USA Triathlon, I have signed a Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement with USA Triathlon which includes my assumption of risk with respect to this event and agreement to indemnification provisions in favor of USA Triathlon and certain other parties."

3. Volunteer Waiver Template

USAT also requires race directors to ensure that their volunteers sign event day waivers. A template volunteer waiver is available in the Appendix.

Appendix – Volunteer Waiver Template

USA TRIATHLON VOLUNTEER CONSENT, RELEASE & WAIVER OF LIABILITY

In consideration of being permitted to assist / volunteer at the [EVENT NAME] (“Event”) on [EVENT DATE(S)], I hereby agree as follows:

1. **AGREEMENT.** I volunteer to assist in the activities related to the Event. I understand that my assisting / volunteering may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Event, condition of the premises, weather conditions, or condition of any of the equipment used in the Event. There may also be other risks not known or not reasonably foreseeable. I desire to provide volunteer services for USA Triathlon and engage in activities related to serving as a volunteer. I understand that the scope of my relationship with the USA Triathlon is limited to a volunteer position and that no compensation is expected in return for services provided by myself; USA Triathlon will not provide any benefits traditionally associated with employment to myself; and that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of my services to USA Triathlon.
2. **THE PARTIES.** This Volunteer Consent, Release, and Waiver of Liability (“**Release**”) is executed on the date of submission by myself who releases USA Triathlon, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (“**Released Parties**”).
3. **WAIVER AND RELEASE.** On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE the Released Parties and its successors and assigns from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively “**Claims**”), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance / participation in, or my traveling to or from, any USAT sanctioned Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses. I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, or volunteering at the Event, including travel to and from the Event. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING.
4. **IMAGE RELEASE.** I hereby grant and convey to the Released Parties all rights, title, and interests in any and all photographs, images, and video or audio recordings of myself or my likeness or voice made by the Released Parties in connection with my participation in the Released Parties’ events, including but limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **MEDICAL TREATMENT.** I hereby release and forever discharge the Released Parties from any Claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the Released Parties. I consent to the Released Parties providing, administering, or obtaining medical treatment for myself in the case of a medical emergency at the expense of myself.
7. **INDEMNIFICATION.** I further covenant and agree not to sue any of the Released Parties for any of the Claims that I have waived, released, or discharged herein, I agree to indemnify and hold harmless the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them,

including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Release, and my actions or inactions which cause injury or damage to any other person.

8. **PARENT / GUARDIAN.** The parent or legal guardian who signs the Release on behalf of a minor, incapacitated, and / or mentally challenged person (hereinafter "**Said Person**"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Release. The parent or legal guardian who signs the Release agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Release.
9. **COMPLIANCE WITH USAT POLICIES AND PROCEDURES.** I hereby represent that I have read and agree to strictly comply with the USAT Code of Conduct and all other USAT Policies, Codes, and Procedures applicable to myself, including but not limited to USAT's Minor Athlete Abuse and Prevention Policies and the Code and policies of the U.S. Center for SafeSport, found [here](#).
10. If any provision of this Release shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

If Volunteer is under 18 years of age, the signature of volunteer's parent / legal guardian is required.

By signing **[digitally]** below, Volunteer or Volunteer's parent / legal guardian, expresses their understanding and intent to enter this Release willingly and voluntarily.

Read and Agreed to by

NAME OF VOLUNTEER: _____
DATE OF SIGNATURE: _____

SIGNATURE OF VOLUNTEER OR PARENT / LEGAL GUARDIAN

The information in this guide is not intended to be legal advice but provides suggestions for race directors to better protect themselves in the event of legal action resulting from an incident that occurred at their race. Race directors should ensure the wording they use is appropriate to their own circumstances. Users of this guide should consult with appropriate experts before making any decisions or taking any actions. USA Triathlon does not assume any responsibility for the accuracy of the information contained in this guide nor its suitability for any purpose. USA Triathlon makes no representation or warranty, express or implied, regarding the information in this guide. The information is subject to change without notice. Your use of the information in this guide is solely at your own risk.

If you need support when preparing your race waiver, please reach out to USA Triathlon's legal team for further information (legal@usatriathlon.org).