

**ST. MARKS DUATHLON
COVID-19
INFORMED CONSENT AND WAIVER OF LIABILITY
(Read Carefully Before Signing)**

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal authorities and the State of Florida recommend social distancing to prevent the spread of Coronavirus/COVID-19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. The St. Marks Duathlon has taken recognized efforts and preventative measures, including adherence to USAT racing guidelines, to reduce the spread of Coronavirus/COVID-19; however the St. Marks Duathlon cannot guarantee that you or your minor child(ren) will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while participating in the St. Marks Duathlon.

By signing this agreement, either in writing or electronically, including email confirmation of consent, I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that my minor child(ren) and I may be exposed to, or infected by COVID-19 while participating in the St. Marks Duathlon, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 while participating in the St. Marks Duathlon may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the St. Marks Duathlon, volunteers, race participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with participation in the St. Marks Duathlon. On my behalf, and on behalf of my minor child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless: the St. Marks Duathlon, the Gulf Winds Triathletes, the Gulf Winds Track Club, the City of St. Marks and USAT ("releasees"), and each of these entities' officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of any of the aforementioned releases, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any the St. Marks Duathlon.

By indicating my consent via email confirmation and/or signing below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this document (including email) or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions **and they** apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I

have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ST. MARKS DUATHLON USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE ABOVE NAMED RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ST. MARKS DUATHLON HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(By indicating my consent to participate by reply email, I understand that I am intending my response to serve as my electronic signature and that such response indicates my intent to authenticate this Informed Consent and Waiver of Liability).