

# BIRKIRKARA ST JOSEPH SPORTS CLUB

## EVENTS REGISTRATION, RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Prior to participating in an event ("Events") organised by Birkirkara St. Joseph Sports Club ("Events Organisers"), listed hereunder (para. 14), I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following Events Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and that these statements are being accepted and relied upon by the Release Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I hereby acknowledge and assume all of the risks of directly or indirectly participating in the Events. I acknowledge running, or bicycling or swimming or triathlon, and/or other portions of these Events are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential of serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in these Events, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in these Events, which I voluntarily elect to enter. I certify that I have not been advised against participation in the Events by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in these Events, or would interfere with my ability to safely participate in these Events. I accept full responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Events I enter for. I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I fully acknowledge and accept the risk of running, biking, swimming and/or other portions of these Events, and participating under these circumstances. I also accept any and all other risks associated with participating in these Events, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Events Organisers or third party attending such Events. I understand that I will be participating in these Events at my own risk, that I am responsible for the risk of participation in these Events.
2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Events, and I recognize the consumption of alcohol and/or drugs might impair my judgement, performance and motor skills. I assume responsibility and liability for any injury, loss or damage associated with my consumption of alcohol and/or drugs.
3. I waive, release, and forever discharge and hold harmless the Events Organisers, the Events sanctioning bodies, Events sponsors, Events directors, Events officials, Events staff, advertisers, property owners, volunteers, administrators, contractors, vendors, all other persons or entities somehow involved with the Events, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually or collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Events or my travelling to or from the Events, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Events sites or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Related Parties.
4. 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, defend, and hold harmless the Released Parties from any and all expenses incurred, claims made by me or other individuals or entities, for liabilities assessed against the Release Parties, including but not limited to court costs, 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 Agreement, my breach or failure to abide by any of the races relative sanctioning bodies' competitive rules, Events Organisers Rules, and/or my actions or inactions which cause injury or damage to any other person.
5. I agree to read and abide by the competitive rules adopted by the Events Organisers and the respective sanctioning bodies, including any drug or doping control rules, as they may be amended from time to time, and all traffic laws. I agree that prior to participating in the Events I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director.
6. I hereby consent to receive First aid treatment that may be deemed advisable in the event of injury, accident or illness during the Event. I agree to be responsible and assume liability for any and all costs incurred as a result of training for and/or participation in the Events, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services, except for care and treatment covered by my insurance. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.
7. I hereby grant to the Events Organisers and the relative sanctioning bodies the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Events organised by Birkirkara St. Joseph Sports Club, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recording, motion pictures, commercial advertisement, promotion materials, and/or any other record of these Events for any purpose whatsoever.
8. I acknowledge and agree that the Events Organisers, in their sole discretion, may delay or cancel any of the Events if they believe the conditions on the race day are or will be unsafe. In the event any or all the Events are delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, etc.), public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of the Events Organisers, there shall be no refund of the Events Organisers entry fees or any other costs incurred in connection with the Events, unless otherwise stated for specific Events by the Events Organisers.
9. I understand that the Events Organisers reserve the right, in their sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from and at any stage of the Events.

Applicant expressly waives any claim for damages arising from the denial or revocation of any entry application exceeding the amount of the entry fee.

10. By submitting my application for entry into Events organised by Birkirkara St. Joseph Sports Club, I expressly consent to the jurisdiction of the Maltese courts in case of any dispute arising related to my application or my participation the events organised by Birkirkara St. Joseph Sports Club. If any provision of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
11. A legal guardian who signs this Agreement on behalf of a minor, an 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 and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement 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 this Agreement.
12. I acknowledge that my participation will be subject to the conditions as listed in the "Agreement on Event Registration, Liability Release and Waiver of Liability and the Assumption of Risk and Exemption is Granted", which I have received, read, understood and accept.
13. I hereby confirm that I have to pay the relative Entry Fee and fill the relative Entry Form before taking part in any of the Events organised by Birkirkara St. Joseph Sports Club.
14. The Events scheduled to be organised by Birkirkara St. Joseph Sports Club for the year 2019 are the following:

The Birkirkara St. Joseph 5K Road Running Series (three races);  
The Birkirkara St. Joseph Fleur-de-Lys 10K and 5K  
The BSJ Arch Criterium (Cycling):  
The Birkirkara St. Joseph Triathlon Series (four races);  
The Open Water Swimming Championships (six races);  
The Gozo-Malta Open Water Swimming Competition;  
The Malta-Gozo-Malta Open Water Swimming Competition;  
The Malta International Challenge Marathon (three races)

I HEREBY AFFIRM THAT THE INFORMATION HEREUNDER IS CORRECT, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

ATHLETE'S INFORMATION: (Block Capitals)

Name and Surname: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Gender: M/F \_\_\_\_\_ Date of Birth \_\_\_\_\_ Mobile No.: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Choose the Event/s you are entering:

- The Birkirkara St. Joseph 5K Road Running Series 2019
- The Birkirkara St. Joseph Triathlon Series 2019
- The Open Water Swimming Championships 2019
- The Birkirkara St. Joseph Arch Criterium 2019
- The Malta-Gozo-Malta Open Water Swimming Competition 2019
- The Gozo-Malta Open Water Swimming Competition 2019
- The Malta International Challenge Marathon 2019

\_\_\_\_\_  
SIGNATURE (Parent's/Guardian's Signature (if under 18 years of age))

\_\_\_\_\_  
Next of Kin (Name, Surname, Relationship and Telephone Number)

I.D./PASSPORT NO.: \_\_\_\_\_

DATE \_\_\_\_\_