

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

2021 IRONMAN 70.3 Melbourne – St Kilda, Victoria, Australia – 14 November 2021

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “**Form**”) carefully before signing (or, in the case of online acceptance, by electronically checking the box below). Each participant, and if the participant has not attained the legal age of majority, a parent/natural guardian/legal guardian of the minor participant (minors are those under 18 yrs. of age), must sign this Form. Please note that the Event website (<https://www.ironman.com/im703-melbourne>) may contain other terms and conditions that apply to the Event. By participating in the Event, I also acknowledge my acceptance of the terms and conditions set out on the Event website and within the Event’s online registration. In consideration of the services of USM Events Pty Ltd (hereafter “**Operator**”) in allowing me/my child to participate in the Operator competitive event and other activities (hereafter “**Event**”), I **acknowledge and agree as follows**:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event takes place indoors or outdoors and can include but not be limited to: warm-up exercises; competitive swimming, cycling and running, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities, use of any equipment, facilities or premises and traveling in planes, vans, buses or other vehicles to and from activities (the Event and other activities collectively referred to in this Form as “activities” or “activity”). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorised and/or conducted by Operator or World Triathlon Corporation (“**WTC**”), structured or unstructured and include free time. I **acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as “risks”) of these activities can cause injury, damage, death or other loss to participant or others. The following describes some, but not all of the inherent risks, as applicable to participant’s activities:**

Risks in any competitive or athletic activity. Training for, practicing or competing in triathlon or other events and associated swimming, cycling, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the participant’s speed and abilities.

Risks present in an outdoor environment. Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice; fast moving or deep lakes, oceans or other water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

Risks involved in decision making and conduct. These risks include the risk that an Operator staff member, representative, volunteer, contractor or co-participant may misjudge a participant’s capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn participant (and/or participant’s legal guardian) about one or more of the inherent risks of these activities.

Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including co-participants or spectators) on land or in water, tripping or falling down or encountering other water/road/trail hazards; or being submerged underwater, hitting bottom or drowning.

Personal health and participation risks. The risk of contracting communicable disease(s), including but not limited to COVID-19, from other person(s) (including but not limited to any co-participant; spectator; Operator staff, representative, volunteer, or contractor; and/or any other person(s)) before, during, and/or after the Event and other activities. The risk that a participant’s mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities and associated risks could result in injury, damage, death or other loss. Although Operator may review participant’s medical information, submitted in the registration process, Operator cannot anticipate or eliminate risks or complications posed by a participant’s mental, physical (including fitness level) or emotional condition.

Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the activities.

Equipment risks. The risk that equipment used in activities may be misused, or may break, fail or malfunction. Participant (and/or the participant’s legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Operator requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Supervision and activities risks. I understand that neither Operator nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. Adult participant agrees he/she is solely responsible for his/her own well-being at all times; or, if applicable, a participant’s legal guardian agrees to take sole responsibility for participant’s supervision before, during and after the Event and other activities, including during free time and at all other times.

Risks regarding conduct. The potential that participant, co-participant/s and/or third party/s may act in a negligent or intentional manner.

Drone risks. I understand that unmanned aerial vehicles (“UAVs”, also known as “drones”) may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

Risk regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV, parked or moving vehicles and/or bicycles), people or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death or loss -- before, during or even after the participant participates in the Event or other activities.

I understand and agree:

- I will review all materials received, accurately complete and agree to the registration information, documents and process, and rules and policies. I will obey all rules and policies, which include but are not limited to, the rules and conditions detailed in this Agreement and as details on the Event website, the Operator’s the IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, Triathlon Australia Race Competition Rules, the International Triathlon Union Competition Rules, and all information included in the Event-specific athlete information guide and Event-specific athlete briefing session, as each of the foregoing may be amended, from time to time; and all traffic laws. I acknowledge that in order to participate in the Event, I must be a current Triathlon Australia member or must purchase a one-day license from Triathlon Australia. Where such membership or one-day license effects insurance cover for participants in this Event or future Operator events, such insurance may not cover me for all personal injury, loss or damage sustained by me;
- By submitting this entry, I agree to be bound by and comply with the Operator’s IRONMAN Anti-Doping Rules including, without limitation, all policies, procedures and/or other rules adopted by Operator/WTC (as may be amended from time to time and at any time by Operator/WTC) and the authority given to Operator and WTC under those rules. I also agree to be bound by the World Anti-Doping Code and associated International Standards, as issued by the World Anti-Doping Agency (e.g., the International Standard for Therapeutic Use Exemptions, the List of Prohibited Substances and Prohibited Methods, and the International Standard for Testing and Investigations). I acknowledge that I may also be bound by the rules of any applicable national federation, international federation, Triathlon Australia, ASADA, or any anti-doping organization with authority over me. I agree that to the extent I ingest or apply to my body any product provided in an athlete race kit or at the Event Village/Expo that causes me any injury or to test positive in any doping test, I will take full responsibility for such injury and/or test result and release WTC and Operator from any Claims (as defined below) related thereto;
- My final acceptance and participation in the Event is contingent upon Operator’s receipt and review of all required information and forms, including this Form;
- Before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if I choose;
- I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities requires extreme fitness and endurance, that I am solely responsible for my conditioning and fitness before, during and after the activities, and that I, in conjunction with my physician, am responsible for determining whether these activities are appropriate for me, before I participate;
- I will immediately notify an Event official if I believe or become aware that the race course, facilities, or equipment or other aspects of the race areas to be used are unsafe;
- Operator has put enhanced health and safety measures in place due to the potential spread of COVID-19. I must follow all posted instructions while visiting any Event-related venue. An inherent risk of exposure to COVID-19 exists in any public place where people are present. **COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death.** According to the Centre for Disease Control and Prevention and the World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. **By visiting any Event-related venue, I voluntarily assume all risks related to exposure to COVID-19;**
- Operator contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the Event services and to conduct some of the activities participants will engage in. I acknowledge that Operator does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, activities take place on premises or at facilities not owned or controlled by Operator, and Operator does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- My Event registration is non-transferable; any attempted transfer may result in cancellation without refund and disqualification from participation in future events. If I wish to withdraw from the Event, or defer my registration to a future Event, I may only do so where permitted in accordance with the Event specific withdrawal and/or deferment policies set out on the Event website (if any), and must do so myself. Any associated processing fee is non-refundable;
- I may receive a race timing chip and band, which will remain property of Operator. A recorded time slot is not guaranteed, and the timing chip and band must be returned on the date of the Event or I will be subject to a fee of \$150, payable to Operator within 14 days after the Event;
- By signing this form, I agree to release and waive the liability of Operator and WTC in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) or dangerous recreational activity (as that term is defined in the Civil Liability Act 2002 (NSW), Civil Liability Act 2003 (Qld) and the Civil Liability Act 2002 (WA)) for any: death; or physical or mental injury of an individual (including the aggravation, acceleration or occurrence of such an injury of the individual); or the contraction, aggravation or acceleration of a disease of an individual; or the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation

to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community, other than that which was caused by reckless conduct;

- The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Operator cannot assure my safety or eliminate any of the risks. I understand I can and should consult Operator representatives if I have further questions about the activities or the associated risks; and
- **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those risks, including but not limited to the risk of my, a co-participant's, a Released Party's, a spectator's, a volunteer's, and/or a third party's passive or active negligence or other misconduct.**

RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of participating in the Event and agree as follows:

- **To the extent permitted by law, to release and not to sue** Operator, WTC, Triathlon Australia, any applicable federation, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities (individually and collectively referred to in this Form as the "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively referred to in this Form as "claim" or "claim/s") for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. **I understand I agree here to waive all claim/s I may have against the Released Parties and agree that neither I, nor my estate, heirs, assigns or beneficiaries nor anyone else acting on my behalf, will make a claim against the Released Parties for any injury, damage, death or other loss I may suffer.** The aforementioned exclusion of liability shall not apply to damages caused by willful misconduct and gross negligence by Operator and to injuries to life, body or health due to intentional or gross negligent breach of duty by Operator or a person used to perform an obligation of Operator; and
- **To defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my enrollment or participation in the activities, including without limitation use of any equipment, facilities, or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty.

This Release and Indemnity section includes but is not limited to claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim, including claim/s resulting from the negligence of Released Parties, whether passive or active.

OTHER PROVISIONS

I understand and agree:

- Any dispute or claim/s I may have arising out of, relating to or in connection with this Form, my enrollment or participation in the activities, or any other aspect of my relationship with Operator: 1) will be governed by Victoria, Australia substantive law (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, in accordance with then-applicable arbitration rules as interpreted and governed by an arbitrator knowledgeable in the field and in commercial matters, acceptable to both the participant and Operator (or, failing that, one nominated by LEADR – Association of Dispute Resolvers ("LeadR"), shall conduct the arbitration). Further, I acknowledge and agree that any such arbitration shall be conducted and resolved on an individual basis only. Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Melbourne, Victoria, Australia.
- If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf. If my guardian status is challenged or found invalid, I will defend and indemnify the Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the participant's lawful legal guardian.
- In regard to my relationship with Operator, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than Operator) in connection with these activities.
- If I use any of the bicycle services provided or made available in connection with the Event (including without limitation any on-course bicycle repairs), I agree to pay for the cost of such services (including the costs of replacement parts, etc.) upon receipt of applicable invoice(s).
- To the extent there are situations in which I provide Operator any of my personal property to hold, there may be times such personal property may not be returned to me. I waive any rights to such property and expressly consent to any and all actions Operator may take with respect to such property, including but not limited to, disposal of such property. For example, I acknowledge and agree that Special Needs Bags (as referred to in the Event-specific athlete information guide) and any and all personal property therein may not be returned to me after the applicable aid station pick-up location, and I consent to any actions Operator may take with respect to such personal property.
- In no event may I (or anyone else on my behalf) without the prior written consent of Operator, its assignees, or its designees: (a) use any intellectual property of WTC and/or its affiliates, including, but not limited to, the **IRONMAN®**, **70.3®**, **Iron Girl®**, **IRONKIDS®**, **Velothon®**, **Cape Epic®**, **5150®**, and **Rock 'n' Roll®** marks and names, the **"M-Dot" logo**, **"K-Dot" logo** (collectively, the **"IRONMAN IP"**) and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, or Event race distance (collectively, **"Event IP"**), or (b) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are IRONMAN®-branded, 70.3®-branded, Event-branded, or branded or marked using (i) any Event logo, (ii) any Event name, (iii) any Event IP, or (iv) any IRONMAN IP (including without limitation the word "IRON" or any foreign translation thereof as a prefix for, or component of, any race, event, trade name, trademark, organisation name, club name, or brand of any kind, in each case in any way related to triathlon, triathletes, training, coaching, or any endurance sports).
- I authorise Operator staff, representatives or contractors to inspect any of the equipment I use (or intend to use) in connection with the Event, including but not limited to inspection of bicycles for concealment of any motor or other artificial accelerating mechanism, by any inspection method selected by Operator.
- I authorise and consent to Operator staff, representatives or contractors to conduct such public health safety screening activities by methods selected by Operator. While participating in the Event I agree to comply with any public health and/or safety directions of Operator staff, representatives or contractors, police, government or health authorities. **Further, I consent to the collection and use (by Operator staff, representatives or contractors, police, government or health authorities) of my personal information for contact tracing purposes (if required).**
- I authorise Operator staff, representatives, contractors or other medical personnel (including but not limited to any medical director(s) of the Event) to obtain or provide medical care for me, to transport me child to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Operator and any medical director(s) of the Event, Triathlon Australia, any race sanctioning body, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.
- Operator reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify any participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree Operator is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that Operator denies or disqualifies a participant from the Event (either before or during the Event), Operator will not refund any entry fees to the participant where the participant has misrepresented his/her eligibility to participate in the Event at the time of entry or has breached any of the conditions of this Form.
- **"Force Majeure"** includes acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, communicable disease, public health risks, fire, smoke, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, government order, change of law, unavoidable casualty, race course conditions, or any other cause beyond the control of Operator. I acknowledge and agree that Operator may, whether for safety reasons, at the direction of police or local authorities, or due to a Force Majeure event: (a) at any time, with or without notice, change or modify the race course, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or (b) delay, modify, or cancel the Event (or any leg(s) of the Event), including if it believes the conditions are unsafe or otherwise unsuitable for the Event, and Operator may delay the Event for so long as such unsafe or unsuitable conditions apply. If the race course or the Event is delayed or modified for any safety reasons, at the direction of police or local authorities, or due to a Force Majeure event, there will be no refund of Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event, and I acknowledge and agree that in these circumstances any such delay and/or modification of the Event is a not a major failure within the meaning of the Australian Consumer Law, and that the delayed and/or modified Event remains fit for purpose and provided within a reasonable time. If the Event is rescheduled in its entirety at the direction of police or local authorities, or due to a Force Majeure event, I acknowledge and agree that my entry will be automatically transferred to the rescheduled Event (and, where such dates are unsuitable to me, the Operator may in its absolute discretion provide alternative options including transfer to an equivalent Operator event, subject to availability, or a credit note to the value of the Operator's entry fee), that there will be no refund of Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event, and that this Form will be deemed applicable to such rescheduled Event or other event, mutatis mutandis. If the Event is cancelled in its entirety at the direction of police or local authorities, or due to a Force Majeure event, I acknowledge and agree that my entry will be automatically transferred to the same event in the following year (and, where such dates are unsuitable to me or the event is not confirmed to take place in future years, the Operator may in its absolute discretion provide alternative options such as transfer to an equivalent Operator event, subject to availability, or a credit note to the value of the Operator's entry fee), that there will be no refund of Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event, and that this Form will be deemed applicable to such other event, mutatis mutandis. If the Event is cancelled for any reason other than at the direction of police or local authorities, or due to a Force Majeure event, Operator will provide a remedy consistent with its obligations under the Australian Consumer Law.
- It is my sole responsibility to ensure that I can attend the Event and, in the event I am prohibited from attending the Event due to border closures or restrictions, Operator is not obligated to provide a refund of Operator's entry fee (or any part thereof) or any other remedy.
- I grant to Operator, its parent companies and other affiliates, designees and assignees, and sponsors the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively **"images"**), with right to sublicense, during the activities or otherwise, without compensation,

