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 be aware that by signing this Form (or, if applicable, by electronically checking the box below) the participant may be waiving his or her rights against various claims and accepting the inherent risks of 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 IRONMAN New Zealand Ltd (hereafter “Operator”) in allowing me/participant 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 be not 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 travelling 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, optional, or otherwise not authorised and/or conducted by Operator or World Triathlon Corporation (“WTC”), structural 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 trauma; concussions; sunburn or other burns or other injury, damage or death may occur.

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 appropriately fit and suitable equipment and maintaining 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.

Drones.

I understand that unmaned 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 criminal acts or acts of terrorism. These and other risks may result in participant, co-participant, or other persons being present.

Further, Operator is not responsible for any travel delays or cancellations that may be caused by acts of God, war, civil disturbance, terrorism or any other causes beyond its reasonable control. Participant must arrange for and pay for all necessary travel arrangements to ensure participation.

By participating in the Event, I release WTC, IRONMAN New Zealand Ltd, and Operator from any liability for personal injuries or property damage incurred while participating in the Event or while in possession of event facilities, equipment, and/or services.

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 detailed on the Event website, the Operator’s IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, Triathlon New Zealand 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 may be required to be a current member of, or may be required to purchase a one day license from, the race sanctioning body. 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 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 and agree that by participating in the Event, these obligations require 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;

I will respect the rights, dignity and worth of every individual at the Event including participants, volunteers and spectators. I will at all times act responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance;

My Event participation is totally voluntary; any accepted transfer may result in cancellation without refund and disqualification from participation in future events. If I wish to withdraw from the Event, I will immediately notify the event director at the Event, Operator, who shall promptly make any arrangements I may require for any refunds;

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;

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
**RELEASE AND INDEMNITY**

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all 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 New Zealand, 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) arising out of or in connection with any race, event, injury, damage, death, lost property, stolen property, disposed property, or any 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 claims 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, or any 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 any service for Operator; and

- **To defend and indemnify (‘Indemnify’ meaning protect by reimbursement or payment) the Released Parties with respect to any and all claims 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 any loss in any way connected with my enrollment or participation in the activities, including without limitation of use 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 claims for personal injury or wrongful death (including claims 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 claims resulting from the negligence of Released Parties, whether passive or active.

**OTHER PROVISIONS**

I understand and agree:

- Any dispute or claim 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 New Zealand 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 binding 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 AMINZ – Arbitrators & Mediators’ Institute of New Zealand, shall conduct the arbitration). Further, I acknowledge and agree that any such arbitration shall be conducted and resolved on an individual basis only, and in accordance with the subject to the provisions of the Arbitration Act of 1996 or any enactment passed in amendment or substitution thereof. Required Verdict: A court or arbitrator shall, by written decision, enter judgment that, one nominated by the Operator shall be final and binding on the parties.

- If I am signing as the legal guardian of any minor (less than 18 years of age) and/or any other person, legal guardian or legal representative who is not a participant, I hereby authorize and consent to Operator staff, representatives or contractors to conduct such public health safety screening action(s) and/or to the collection and use (by Operator staff, representatives or contractors) of my personal information for contact tracing purposes (if required). I agree to comply with any public health and/or safety directions of Operator staff, representatives or contractors, police, government or health authorities.

- I authorise Operator staff, representatives or contractors to inspect any of the equipment I use (or intend to use) in connection with the Event, 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, races, routes, segments, ascent difficulty level, or any other race or course-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 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 Force Majeure event, I acknowledge and agree that my entry will be automatically transferred to the rescheduled event that may be run in the future with similar terms and conditions as in this Form. 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 that for 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 to carry out the event, and that this Form will be deemed applicable to such rescheduled Event or other event, mutatis mutandis. If the Event is cancelled for any reason other than at the direction of other local authorities, or due to a Force Majeure event, Operator will provide a remedy consistent with its obligations under the NZ Consumer Guarantees Act.

- 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 portion thereof) 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 other local authorities, or due to a Force Majeure event, Operator will provide a remedy consistent with its obligations under the NZ Consumer Guarantees Act.

- 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, graphic and/or visual likeness of me and/or my family members (collectively “images”), with right to sub license, during the activities or otherwise, without compensation, for use for any purpose and in any medium in the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images will be owned by Operator, its assignees, or its designees, and I waive any inspection or approvals rights. I understand and agree that my name, age, gender, bib number and race results will be available to the public during and after the Event.
Unless I specify to the contrary, I consent to Operator providing my personal information to (i) the official Event photographer as designated by Operator, which is currently FinisherPix, who may contact me via email to alert me when photos from the Event are available on its website, (ii) any charities selected by me during the Event registration process (if any) and/or with Operator’s designated third-party charity platform service provider for the Event (the “Charity Platform Provider”), and (iii) other third parties for non-marketing related matters. The Charity Platform Provider provides fundraising services to Event participants who wish to raise funds for charities in connection with the Event. If I register with the Charity Platform Provider to fundraise for charities or if I elect to make a one-off donation to a charity via the Charity Platform Provider, I agree that this will be strictly subject to the Charity Platform Provider’s terms and conditions (as notified to me during such registration) and certain fees and/or other charges may be deducted from funds raised or donations as payment for these services. Operator has no responsibility to me in connection with such fundraising with the Charity Platform Provider and I release Operator from all claims whatsoever in connection with such fundraising.

I consent to my name and contact details being included on the Operator Event database and that unless I specify to the contrary, I will be subscribed to various Operator related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the Operator Event database I will still receive newsletters that relate to the Event in which I have registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable.

I consent to my personal information being collected, held, used and disclosed by Operator and/or any of its affiliates or related entities for the administration of the Event and as otherwise set out in the IRONMAN New Zealand Event Privacy Policy, available on the Event website (https://www.ironman.com/im703-teaupo-connex).

Operator may assign this Form to other entity’s or individual’s (“assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with Operator’s and other Released Parties rights and protections under this Form.

If I sign this Form both online and on-site, I agree that the on-site version of this Form, as that version may be amended from the online version, will be binding and control. I also understand that I may also be required to sign a version of this Form on-site. To the extent Operator permits my Event registration to be transferred to another race event, I acknowledge and agree that this Form will be deemed applicable to such other race, mutatis mutandis.

This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it will not affect the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect.

I, participant and parent/guardian of a minor participant agree: I have carefully read, understand and agree to voluntarily sign this Form and acknowledge that it shall be effective and legally binding upon me (and if I am participant’s legal guardian, participant), and my/participant’s, spouse, children and other family members, and my/participant’s heirs, executors, representatives, subrogors and estate. The adult participant (or his/her legal guardian) must complete all information and sign below.

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<th>PARTICIPANT SIGNATURE</th>
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<th>PRINTED NAME OF PARTICIPANT</th>
<th>PARTICIPANT’S AGE AND BIRTHDATE</th>
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<th>SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT</th>
<th>DATE</th>
<th>PRINTED NAME OF PARENT/GUARDIAN</th>
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