

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

NightRun Frankfurt 2023 presented by Helaba



INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement ("Agreement") carefully before signing. The adult participant (those 18 years of age or older), or if the participant has not attained the legal age of majority, the participant's legal guardian (for the participant and on participant's behalf) ("Participant"), if applicable, shall sign this Agreement. The participant and/or, if applicable, the participant's legal guardian, are referred to herein (together, if applicable) as "I" or "my". In consideration of the services of IRONMAN Germany GmbH, Höchstler Straße 90 in 65835 Liederbach ("Organizer") in allowing me to participate in this scheduled Organizer competitive event and related activities (collectively, the "Event"), I expressly acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event takes place indoors or outdoors and may include but is not limited to: warm-up exercises; competitive running and/or walking, 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 Event 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 Agreement as "Activities" or "Activity"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by Organizer, structured or unstructured, and include free time. I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to in this Agreement as "Risks") of the Activities can cause injury, damage, death, or other loss to Participant or others. I give permission for my child to participate in all Activities and shall discuss this Agreement, and specifically, the Activities and inherent risks, with my child.

The following describes some, but not all, of the Risks assumed by Participant by participating in the Event or Activities:

- **Physical Health.** The risk of exposure to communicable disease(s), including but not limited to COVID-19, inherently exists in any place where people are present, including before, during, and/or after the Event and 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 Organizer may review Participant's medical information, submitted in the registration process, Organizer cannot anticipate or eliminate risks or complications posed by a Participant's mental, physical (including fitness level) or emotional condition.
- **Competitive or Athletic Activities.** Training for, practicing or competing in endurance or other events and associated running, walking 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. Equipment used in the Activities may be misused, or may break, fail, or malfunction. Participant, co-participant(s), and/or third parties may act negligently or intentionally during the Event or Activities. A Organizer staff member, representative, volunteer, contractor or co-participant may misjudge Participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, 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 the Activities.
- **Environmental.** 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; extremely hot or cold weather; stinging, venomous and/or disease carrying animals or insects and other natural or man-made hazards. Hazards may not be marked or visible and weather is always unpredictable. Ruts, holes, water sources, rocks, uneven ground, or other conditions may exist in and around the Activities. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.
- **Drone/UAVs.** Unmanned aerial vehicles ("UAVs", also known as "drones") may be used at the Event for media or other purposes, and there is a risk of a collision and damage or injury.
- **Criminal/Terrorist Activity.** A potential exists that a third party may commit criminal or terroristic acts.

Before, during, or after the Event or Activities, these Risks and others may cause: falling partway or to the ground; colliding with objects (including parked or moving vehicles and/or bicycles) or people; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, weather conditions, or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions or experiencing other problems; heat or cold related illnesses or conditions (including hypothermia, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; 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.

I UNDERSTAND AND AGREE:

- I (together with my child, as applicable) shall review all materials received, accurately complete and agree to the registration information, documents and process, and rules and policies. I shall obey all rules and policies, which include any federal or

sanctioning body's competitive rules and Organizer's competition rules, race information; 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 purchase a one-day license from, the applicable race sanctioning body;

- By submitting this entry, I agree to be bound by and comply with the applicable anti-doping rules including, without limitation, all policies, procedures, and/or other rules adopted by Organizer (as may be amended from time to time and at any time by Organizer) and the authority given to Organizer 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, race sanctioning body, or 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 bag or at the Expo at the Event 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 Organizer from any Claims (as defined below) related thereto;
- I understand that neither Organizer nor its staff, representatives, volunteers, contractors, or anyone associated with Organizer will be supervising Participant at any time. Participant agrees to be solely responsible for Participant's well-being at all times; or, if applicable, Participant's legal guardian shall take sole responsibility for Participant's supervision before, during, and after the Event and Activities, including during free time and at all other times;
- My (or my child's, as applicable) final acceptance and participation in the Event shall be contingent upon Organizer's receipt and review of all required information and forms, including this Agreement;
- Before participating in the Activities, I (and my child, if applicable) may inspect the race course, facilities, equipment, and areas to be used;
- I represent and warrant that participating in the Activities requires extreme fitness and endurance, that that I am solely responsible for Participant's conditioning and fitness before, during and after the Activities, and that I, in conjunction with Participant's medical providers, am responsible for determining whether the Activities are appropriate for Participant before participating;
- Organizer has put enhanced health and safety measures in place due to the potential spread of COVID-19. I (and/or my child, as applicable) must follow all instructions while visiting any Event-related venue, whether posted or otherwise communicated verbally or in writing. An inherent risk of exposure to COVID-19 exists in any place where people are present and may be contracted from other person(s) (including but not limited to any co-participant; spectator; Organizer staff, representative, volunteer, or contractor; and/or any other person(s)). COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death. According to the centers for disease control and prevention and the world health organization, senior citizens and persons with underlying medical conditions are especially vulnerable. By visiting any Event-related venue, I (and/or my child, as applicable) voluntarily assume all risks related to exposure to COVID-19, so I (or my child, as applicable) may participate in the event and the activities;
- Organizer 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 Organizer 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 Organizer, and Organizer does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- The information provided in this Agreement is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Organizer cannot assure Participant's safety or eliminate any of the risks. I understand I can and should consult Organizer representatives if I have further questions about the Activities or the Risks; and
- I am voluntarily participating in the Event and Activities with knowledge of the Risks and pursuant to this Agreement. I assume and accept full responsibility for the Participant, for the inherent Risks and others (both known and unknown) of the Activities, and for any injury, damage, death, or other loss suffered by Participant, resulting from the 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, WHICH I HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- TO RELEASE AND NOT TO SUE Organizer, World Triathlon Corporation ("WTC"), any applicable federal and/or sanctioning body, 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 Agreement 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 Agreement as "Claim" or "Claims") for any injury, damage, death, lost property, stolen

property, disposed property, or other loss in any way connected with the Risks listed above or my enrollment or participation in the Event and 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. **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 OTHER LOSS EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR DEATH, I MAY SUFFER; AND**

- **PARTICIPANT SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE THE RELEASED PARTIES HARMLESS (“INDEMNIFY” MEANING PROTECT BY REIMBURSEMENT OR PAYMENT, INCLUDING ATTORNEY’S FEES AND EXPENSES) 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 OTHER LOSS IN ANY WAY CONNECTED WITH THE RISKS OR MY O ENROLLMENT OR PARTICIPATION IN THE EVENT OR THE ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF ANY EQUIPMENT, FACILITIES, OR PREMISES, WITH LIMITATION TO ORDINARY NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES, THIS RELEASE AND INDEMNITY SECTION INCLUDES CLAIMS FOR PROPERTY DAMAGE, LOSS OF CONSORTIUM, BREACH OF CONTRACT OR ANY OTHER CLAIM, INCLUDING CLAIMS RESULTING FROM THE ORDINARY NEGLIGENCE OF RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIMS RELATED TO EMERGENCY, MEDICAL, DRUG AND/OR HEALTH ISSUES, RESPONSE, ASSESSMENT OR TREATMENT) ARE EXCLUDED FROM THIS RELEASE AND INDEMNITY.**

MISCELLANEOUS PROVISIONS

- Any dispute or claim/s Organizer or I may have arising out of, relating to or in connection with this Agreement, my enrollment or participation in the activities, or any other aspect of my relationship with Organizer will be governed by the substantive law of the country the Organizer has its registered office (without regard to its “conflict-of-law” rules) (“Applicable Law”). Required Venue: I agree that any suit or other proceeding must be filed, entered into and/or take place only at the applicable court within the Jurisdiction of the Applicable Law, except allowed otherwise by the law of the Jurisdiction.
- If I am signing as Participant’s legal guardian, I have the legal authority to act for the Participant and on his/her 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 Agreement, just as if I were the Participant’s lawful legal guardian.
- Regarding my relationship with Organizer, this Agreement shall take precedence over any other forms or contracts I may sign (for parties other than Organizer) in connection with the Activities.
- I am fully responsible for the security of my personal possessions at the Event and Organizer will not be liable for the replacement of any personal possessions. To the extent there are situations in which I provide Organizer 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 Organizer may take with respect to such property, including but not limited to, disposal of such property.
- In no event may I (or anyone else on my behalf) without the prior written consent of Organizer, its assignees, or its designees: (a) use any intellectual property of World Triathlon Corporation (“WTC”) and/or its affiliates, including, but not limited to, t 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 I Event-branded, or branded or marked using (i) any Event logo, (ii) any Event name, orign translation thereof as a prefix for, or component of, any race, event, trade name, trademark, organization 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 authorize and consent to Organizer staff, representatives or contractors to conduct such public health safety screening activities by methods selected by Organizer. While participating in the Event, I agree to comply with any public health and/or safety directions of Organizer staff, representatives or contractors; police; or government or health authorities.
- I authorize Organizer staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, 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 Organizer, any race federation and/or 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.
- Organizer reserves the right, in its sole discretion, to dismiss any participant from the Activities, to deny or revoke entry of any participant at any time, to issue special entries, and/or to disqualify any participant from the Event. If I am dismissed or departs 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 Event entry application is denied or revoked, I agree Organizer is not responsible for costs incurred or damages suffered by me, or my family in excess of the amount of the entry fee.
- I acknowledge and agree that Organizer, in its sole discretion (whether for safety reasons, legal reasons, or any other reason), may: (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 or cancel the Event for any reason, including but not limited to if it believes the conditions are unsafe or otherwise unsuitable for the Event, and Organizer may delay the Event for so long as such unsafe or unsuitable conditions apply. If the race course or Event is changed, modified, delayed, or cancelled for any reason, including but not

limited to acts of God or the elements (including without limitation, wind, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, public health risks, pandemic, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Organizer, there will be no refund of any other costs incurred in connection with the Event, but the amount of the Organizer’s entry fee. Organizer may, in its sole discretion, offer an automatic entry for a later date or a transfer to another event to be chosen by Organizer before processing a refund upon Participant’s explicit request. In the event, that it is possible to deviate from the (immediate) refund by law, the Organizer alone and at his own discretion decides which options he offers, if permitted by law.

- I grant to Organizer, its affiliates, designees, 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, for use for any purpose and in any media throughout 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 Organizer, its assignees, or its designees, and I waive any inspection or approval rights. I understand and agree that Participant’s name, bib number and race results will be available to the public during and after the Event.
- Organizer may assign this Agreement to other entities or individuals (“Assignees”) at any time, and any such assignment will grant Assignees the full rights and protections accorded in this Agreement, consistent with Organizer’s and other Released Parties rights and protections under this Agreement.
- I understand that I may also be required to sign a version of this Agreement on-site. If I sign this Agreement both online and on-site, I agree that the on-site version of this Agreement, as that version may be amended from the online version, will be binding and control. To the extent Organizer permits my Event registration to be transferred to another race event, I acknowledge and agree that Organizer may require me to sign a new agreement to participate in such other race or if Organizer does not require me to sign a new agreement, then this Agreement will be deemed applicable to such other race, mutatis mutandis.
- This Agreement is effective in regard to Participant’s enrollment or participation in the Event or Activities from the date signed through the completion of all activities, and this Agreement will remain in full force and effect following completion of all activities.
- This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement 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 have carefully read, understand, and agree to voluntarily sign this Agreement with my registration to the event and understand that by doing so I am entering into a legally binding contract with Organizer. I acknowledge that this Agreement will 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.

Under the QR code shown you will find our privacy policy:

