

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For the parent/guardian of a minor participant. IRONKIDS Bahrain 2019



INFORMATION

Name of Parent or Guardian: _____ Parent's TriClub (if applicable): _____

Parent's E-mail: _____ Parent's Telephone: (H) (W) (Cell): _____

Address: _____ City, State, Zip: _____

Emergency contact information – if the Parent or Guardian named above is not available in an emergency, please notify:

Name: _____ Relationship: _____ Telephone: (H) (W) (Cell): _____

Name(s) of Participating Child/Children: _____

Do any of your children participating in this event have any of the following medical issues? (check all that apply):

Asthma Allergies Cancer Diabetes Epilepsy Heart disease Hemophilia High blood pressure Leukemia Other: _____

Name(s) of Applicable Child/Children: _____

Allergies (check all that apply): Bee stings Medication(s): _____ Food(s): _____ Other: _____

Comments/Instructions: _____

Name(s) of Applicable Child/Children: _____

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Form") carefully before signing. A parent/natural guardian/legal guardian (hereafter collectively referred to in this Form as "parent" or "I") of the minor participant (minors are those under 18 yrs. of age; hereafter sometimes "participant", "minor" or "child") must sign this Form. I acknowledge that the participant is my child, that I have the legal authority to act for the child and on their behalf, and that the child is under 18 years of age. In consideration of the services of FAALYAT MANAGEMENT CO W.L.L. ("Operator") in allowing my child to participate in the Operator competitive event and related activities (collectively, the "Event") and other activities, I acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event that my child may participate in 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 authorized and/or conducted by Operator or World Triathlon Corporation ("IRONMAN"), 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 me, my child or others. I give permission for my child to participate in all Operator activities and agree to discuss this Form, and specifically, the activities and inherent risks, with my child. 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 parent) about one or more of the inherent risks of these activities.

Cycling, running and swimming risks. Participating in these activities includes the risk of losing control and falling from the bike, colliding with objects or people (including co-participant/s or spectator/s) 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 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 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. The parent understands 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. The parent 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, and agrees that the parent and child share in the responsibility for the child's well-being.

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 or parents: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV), 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 agree that my child will obey all rules and policies. These rules and policies include any race sanctioning body's rules, including any doping control rules; IRONMAN Competition Rules, including IRONMAN Doping Control Rules; and information in the Event-specific athlete information guide (if any), as they may be amended, from time to time; and all traffic laws. I acknowledge that in order to participate in the Event, my child may be required to be a current member of, or purchase a one-day license from, an applicable race sanctioning body; my child will also obey the following code of conduct: 1) not consume any drugs or alcohol that will impair his/her judgment; 2) respect the rights, dignity, and worth of every individual, including athletes, volunteers, and spectators; 3) not discriminate against anyone based on sex, ethnicity, religion, ability, or performance; 4) respect all property including but not limited to hotels, athletic facilities, and equipment; 5) act professionally and respectfully, and take responsibility for his/her actions;
- My child's 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, my child and I may inspect the race course, facilities, equipment, and areas to be used, if we choose;
- My child is fully capable of participating in the activities without causing harm to himself, herself, or others. I further agree that I, in conjunction with my child's physician, am responsible for determining whether these activities are appropriate for my child, before he/she participates;
- 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.
- The information provided in this Form is not exhaustive; other unknown or unanticipated activities, inherent and other risks and outcomes may exist; and Operator cannot assure my child's safety or eliminate any of the risks. I understand I can and should consult Operator representatives if I or my child have further questions about the activities or the associated risks; and
- **I represent my child is voluntarily participating with knowledge of the risks. Therefore, I agree that I, and my child, assume and accept full responsibility for the child, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss suffered by me or my child, resulting from those risks, including but not limited to the risk of my child's, 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 Parts A and B carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of my child's /participation in the Event and agree as follows:

Part A: To the extent allowed by applicable law, I (the minor participant's parent) for myself, agree as follows:

- **To release and not to sue** Operator, IRONMAN, any applicable federation and/or race 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 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 "claims") that I may have, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my child's 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 (for myself or my child) 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 loss I or my child may suffer, if I or my child suffers injury, damage, death or other loss;**
- **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 participating child or other family member/s, 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 child's 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 Part A 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.

Part B: I, for and on behalf of my participating minor child, agree as follows: to waive and release, in advance, any claim or cause of action against Operator, IRONMAN, and/or each of their owners, affiliates, employees or agents that would accrue to my minor child for personal injury, including death and property damage resulting from an inherent risk in the activities.

NOTICE TO THE MINOR CHILD'S LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ALLOW YOUR MINOR CHILD TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OPERATOR OR ITS OWNERS, AFFILIATES, EMPLOYEES, OR AGENTS USE 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 RELINQUISHING YOUR CHILD'S AND YOUR RIGHTS TO RECOVER FROM OPERATOR OR ITS OWNERS, AFFILIATES, EMPLOYEES, OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY OR LOSS, 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 OPERATOR OR ITS OWNERS, AFFILIATES, EMPLOYEES OR AGENTS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

To the extent allowed by applicable law, I agree to indemnify Operator, IRONMAN, and/or each of their respective owners, affiliates, employees, or agents for any attorneys' fees and costs incurred in defending a claim or suit brought by or on behalf of my child (whether that claim or suit is initiated by me, my child or another party) that an arbitrator or court determines is barred under applicable law, or, if the claim is withdrawn or dismissed.

OTHER PROVISIONS

I (the minor participant's parent), for myself and for and on behalf of my participating minor child, understand and agree:

- Any dispute or difference, which may arise between the parties in relation to the provisions of this Agreement or related thereto, must be resolved through the International Court for Alternative Dispute Resolution ("ICADR"). The parties have reviewed the rules and regulations adopted by ICADR and their amendments as issued from time parties have reviewed the rules and regulations adopted by ICADR and their amendments as issued from time to time and hereby irrevocably agree to be bound by such ICADR rules and regulations (as available on <http://www.ic-adr.org/>). ICADR shall, pursuant to its standard procedures (and at its absolute discretion), select and appoint one or more arbitrator(s) to resolve a dispute. The number of arbitrators in respect of a specific dispute matter, shall be decided by ICADR at its absolute discretion considering complexity and nature of the dispute. The parties agree with the communication method adopted by ICADR, which shall be via e-mail or facsimile number provided by either party in this Agreement and non-delivery of such communication, for whatsoever reasons, shall be deemed as completion of notice service requirement and ICADR or the arbitrator(s) shall have the right to proceed ex-parte due to non-appearance of either party, after serving the notice. The parties accept the absolute authority of ICADR and agree to waive all objections in respect to the selection and appointment of arbitrator(s). The arbitrator(s) shall have the right to apply provisions of conciliation as set out in Article 242 of the Civil and Commercial Procedures Act of Bahrain (Decree 12 of 1971) and its amendments. The arbitrator(s) may also have the right to settle the dispute between the parties on the principles of equity and natural justice. The dispute resolution proceedings shall be conducted primarily in English or any other language determined by ICADR while taking into consideration of the relevant documentation. The dispute resolution proceedings shall be held in Manama, Kingdom of Bahrain. The award issued by the arbitrator(s) shall be final and shall not be subject to any appeal.
- If my status as the minor participant's parent is challenged or found invalid, I will release, agree to defend and indemnify, and not to sue any of, 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 legal parent.
- In regard to my or my child's relationship with Operator, I agree that the contents of this Form will take precedence over any other forms or contracts I or my child 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).
- 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, 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 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 authorize Operator staff, representatives, contractors, or other medical personnel to obtain or provide medical care for my child, to transport my child 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 child's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Operator, the 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 participant from the Event. If my child is 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.
- Operator, in its sole discretion, may delay, modify, or cancel the Event for any reason and I agree that Operator will not be responsible for reimbursement of costs incurred or damages suffered by me, my child, or other family member/s in preparation for or in connection with the Event if it is delayed, modified or cancelled.
- I acknowledge and agree that Operator, 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 (or any leg(s) of the race) if it believes the conditions are unsafe or otherwise unsuitable for the Event. 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, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Operator, there will be no refund of Operator's entry fee or any other costs incurred in connection with the Event.
- I grant to Operator, 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, my child and/or my other 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, 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 approval rights. I understand and agree that my child's name, bib number, and race results will be available to the public during and after the Event.

- 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 legally binding and supersede any and all previous versions of this Form. I also understand that my child and I may also be required to sign a version of this Form on-site.
- This Form is effective in regard to participant's enrollment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.
- **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/participant, my spouse and other children, my/participant's other family members, and my/participant's heirs, executors, representatives, subrogors, and estate. *The minor participant and his/her legal guardian, or minor participant and his/her parent, must complete all information and sign below.*

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT(S)	DATE	PRINTED NAME OF PARENT/GUARDIAN
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PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT'S AGE AND BIRTHDATE
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PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT'S AGE AND BIRTHDATE
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PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT'S AGE AND BIRTHDATE
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