ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
Bright Night Run – Port Macquarie, NSW, Australia – 1 May 2020

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). The Form is binding upon you, and if the participant has not attained the legal age of majority, a parent or legal guardian or the individual acting on behalf of the minor participant (minors are those under 18 years of age) must sign this Form. The participant or, if applicable, the participant’s parent or legal guardian, is referred to herein as “I” or “my.” I acknowledge that I have legal authority to act on behalf of myself, or if the participant is a minor that I have the legal authority to act for the minor on his/her behalf, and that the child is under 18 years of age. Please note that the Event website (https://www.ironman.com/australia-register) 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 Pty Ltd (a company registered in Canada) (“Operator”) in allowing me/my child to participate in the Operator’s (“Operator”) Event (“Event”), I acknowledge and agree as follows.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

This Event and other activities that I (or my child, as applicable) may participate in and/or assist with as a volunteer (simply attending, assisting, observing or actively participating) may take place indoors or outdoors and can include but not be 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, demonstrations, giveaways or activities at any activities, use of and/or assistance with any equipment, facilities or premises and traveling in planes, vans, buses or other vehicles to and from any activities. Risks associated with premises, due to the inherent or other risks of the activities. I understand I agree here to waive all claim/s I may have (for myself and my child) against the Released Parties.

Risks in any competitive or athletic activity. Training for, practicing or competing in endurance or other events and associated with running and other conditioning involves frequent and repetitive use of the arms, legs, back and other parts of the body and the risks associated with the use of and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary, agents, contractors, volunteers, and all property owners.

To release and not to sue

I, (and my child, if applicable) will release and not to sue, (the Released Parties), any and all claim/s and/or losses resulting from the inherent or other risks, including but not limited to the risk of my, my child’s (if applicable), a co-participant’s or my child’s inability to act, to an individual that is or may be harmful or disadvantageous to the individual or community, other than that which was caused by reckless conduct; or, if applicable, a participant’s legal guardian agree 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 control. The potential that participant, co-participants and/or third party may act in a negligent or intentional manner.

Risks associated with premises.

I understand and agree:

- I (together with my child, as applicable) will review all materials received, accurately complete and agree to the registration information, documents and process, and all rules and policies. I (together with my child) will obey all rules and policies, which include but are not limited to, the rules and conditions detailed in this Form and as detailed on the Event website, Operator’s Competition Rules, the competitive and administrative rules of Athletics Australia, as each of the foregoing may be amended, from time to time, and all traffic laws. Failure to comply in any way with these matters may lead to me being pulled from the Event and disqualified.

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, an 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 Operator (as may be amended from time to time and at any time) and the authority given 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.

- My consent to be bound by and comply with the acceptance of any offer, acceptance, contract or offer or acceptance, including the Event terms and conditions, and the rules of Operator and all traffic laws.

- Before participating in any activities, I (and my child, if applicable) may inspect the race course, facilities, equipment, and areas to be used, if my child and I choose. I will immediately advise Operator or an Event official if I believe or become aware that the race course facilities, equipment or areas to be used in the Event are unsafe.

- I (or my child is, as applicable) fully capable of participating without any assistance or facilitation of any kind, to himself, herself, or others. I further agree that participating in these activities requires extreme fitness and endurance, that I, in myself and my child (if applicable) am fully aware that these activities are self-powered and self-directed and I am solely responsible for any injury.

- 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 engage in. I acknowledge that Operator does not supervise or control these independent contractors and is not legally liable for their responsible. 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 contractors or premises.

- I (together with my child, as applicable) 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.

- By signing this form, I agree to release and waive the liability of Operator and/or World Triathlon Corporation (“WTC”) in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) from any and all claim/s.

- I (together with my child, as applicable) will release and waive the liability of Operator and/or WTC in relation to any and all claim/s, losses or injuries, including death, damage, or loss, suffered by me or my child, resulting from those inherent and other risks, including but not limited to the risk of my, my child’s (if applicable), 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 intentional or other misconduct.

RELEASE AND INDEMNITY

Please read this Form carefully. This Release and Indemnity Section contains a surrender of certain legal rights.

Part A: To the extent allowed by applicable law, for myself (and also for my child, if applicable), agree as follows:

- To release and not to sue Operator, WTC, any applicable federal agency and/or racing 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 all of their respective parent, subsidiary, and affiliated companies, assigns, licensees, owners, officers, directors, partners, boards of directors, agents, representatives and all other individuals and organizations that are involved with the activities (individually and collectively referred to in this Form as the “Released Party”), with respect to any and all claims, liabilities, suits or expenses (including attorneys’ fees and costs) (collectively referred to in this Form as “claim/s” or “claims”) that I may have, for any injury, death, physical damage, theft, stolen property, or other loss in any way connected with my (or my child’s) enrolment or participation in and/or assistance with the activities, including use of and/or assistance with any equipment, facilities or premises, however caused; negligence, whether passive or active, of the Released Parties; any breach by the Released Parties of statutory duty; and/or losses resulting from the inherent or other risks of the activities. I understand I agree here to waive all claim/s I may have (for myself and 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 may suffer, if I (or
my child) suffer injury, damage, death or other loss; 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 participating child, if applicable) or any other family member, a co-participant or any other person, for any injury, death, loss and/or stolen property or other loss in any way connected with it by me, or my child, or my enrollment or participation in and/or assistance with the activities, including without limitation use of and/or assistance with any equipment, facilities or premises, however caused; negligence, whether passive or active, of the Released Parties, any breach by the Released Parties of statutory duty, and/or losses resulting from the inherent or other risks of the activities.

This indemnity section Part A includes but is not limited to claims of personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health injuries, 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: If the participant is a minor (I, the minor participant) and for and on behalf of my participating minor child, agree as follows: I agree here to waive and release, in advance, any claim or cause of action against the Released Parties that would accrue to me or my child's benefit and in respect of injury, death, and property damage resulting from an inherent risk in the activity.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE REQUESTED TO SIGN THIS FORM FOR YOUR MINOR CHILD'S PROTECTION. THIS FORM IS NOT INTENDED TO BE INTERPRETED AS MEANING ANY UNDERTAKING BY THE Released Parties TO DATE AND/or MARKET THE EVENT. TO THE EXTENT THE LAW PERMITS, THE RELEASE OF ANY CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES THAT WOULD ARISE FROM OR IN CONNECTION WITH THE EVENT, IS NOT PERMITTED. THE RELEASED PARTIES ARE NOT LIABLE FOR ANY SUFFERING OR DAMAGE THAT Aows FROM ANY CAUSE OR OCCASIONED BY ANY EVENT OR ACTIVITY, INCLUDING BUT NOT LIMITED TO INJURIES, DEATHS OR OTHER LOSSES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT THE RELEASED PARTIES ARE AT FAULT OR RESPONSIBLE FOR SUCH INJURIES OR LOSSES OF ANY KIND, WHICH INCLUDES, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, LOSS, DAMAGE, OR OTHER CLAIMS ARISING OUT OF ANY BREACH OF STATUTORY OR CONTRACTUAL DUTY, WHETHER OR NOT THE RELEASED PARTIES ARE AT FAULT.

The items in this Form include but are not limited to: (i) the Released Parties; any breach by the Released Parties of statutory duty; and/or losses resulting from the inherent or other risks of the activities.

This indemnity section Part A includes but is not limited to claims of personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health injuries, 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: If the participant is a minor (I, the minor participant) and for and on behalf of my participating minor child, agree as follows: I agree here to waive and release, in advance, any claim or cause of action against the Released Parties that would accrue to me or my child's benefit and in respect of injury, death, and property damage resulting from an inherent risk in the activity.

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