



## ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT 2022 IRONMAN 70.3 DUBAI, 5<sup>TH</sup> March 2022 - for adult participants

### INTRODUCTION

You must 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 the participant's legal guardian (for the participant and on participant's behalf) ("Participant"), if applicable, shall sign this Agreement. In consideration of the services of Faalyat W.L.L (hereafter "Organizer") in allowing me to participate in this scheduled 2022 IRONMAN 70.3 Dubai and other activities (collectively hereafter 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 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 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 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 Agreement as "Risks") of the Activities can cause injury, damage, death, or other loss to Participant or others.

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 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. 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. Organizer 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. An 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, 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 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; 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. 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 UAVs, parked or moving vehicles and/or bicycles), people, or the bottom of a body of water; 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, 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. Participant (and/or the Participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment used by Participant.

### I UNDERSTAND AND AGREE:

- I 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 the IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, race sanctioning body, and the International Triathlon Union Competition Rules; 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.
- By submitting this entry, I agree to be bound by and comply with the IRONMAN Anti-Doping Rules including, without limitation, all policies, procedures, and/or other rules adopted by WTC (as may be amended from time to time and at any time by WTC), and the authority given to 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, 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 kit or at the IRONMAN 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 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 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 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 I am solely responsible for my conditioning and fitness before, during and after the Activities, and that I, in conjunction with my medical providers, am responsible for determining whether the Activities are appropriate for me before I participate;
- **ORGANIZER HAS PUT ENHANCED HEALTH AND SAFETY MEASURES IN PLACE DUE TO THE POTENTIAL SPREAD OF COVID-19. I 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; WTC/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 VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, SO I 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 my 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, which has been fairly and honestly negotiated. I assume and accept full responsibility for myself, for the inherent Risks and others (both known and unknown) of the Activities, and for any injury, damage, death, or other loss I may suffer, 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, WTC, 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 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 "Claims" 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, DEATH, OR OTHER LOSS 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 ENROLLMENT OR PARTICIPATION IN THE EVENT OR THE ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF ANY EQUIPMENT, FACILITIES, OR PREMISES, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES, AND/OR ANY BREACH BY THE RELEASED PARTIES OF ANY LEGAL 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, RELATED TO THE EVENT OR THE ACTIVITIES.**

#### **MISCELLANEOUS PROVISIONS**

- **AGREEMENT TO ARBITRATE.** Any dispute or Claims 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: 1) shall be governed by substantive law (without regard to its conflict-of-law rules) and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the UAE in accordance with applicable arbitration rules as interpreted and governed by the UAE. Arbitrator(s) knowledgeable in the field and in commercial matters, acceptable to both the Participant and Organizer, will conduct the arbitration. 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 UAE. I ACKNOWLEDGE AND AGREE THAT THE PARTIES, BY ENTERING INTO THIS AGREEMENT, ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN OR AMONG THE PARTIES, WHICH SHALL INCLUDE WTC. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT IF A JUDGE WERE TO RULE THAT THE PARTIES' ARBITRATION AGREEMENT IS NOT ENFORCEABLE THAT THE PARTIES ARE STILL VOLUNTARILY GIVING UP THEIR RIGHT TO A TRIAL BY JURY REGARDING ANY DISPUTE BETWEEN THEM.
- **CLASS ACTION/CLASS ARBITRATION WAIVER.** I acknowledge and agree that any arbitration, suit, countersuit, action or other legal proceeding shall be conducted and resolved on an individual basis only and that I will not bring, voluntarily join, or participate in any class action, consolidated action, representative action, class arbitration, consolidated arbitration, or representative arbitration involving matters 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 WTC [or Organizer]. I further acknowledge and agree that any dispute regarding the scope of this class action/class arbitration waiver provision shall be determined by a court, not an arbitrator.
- 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 WTC/Organizer, this Agreement shall take precedence over any other forms or contracts I may sign (for parties other than WTC/Organizer) in connection with the 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 shall 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 Organizer any of my personal property to hold, there may be times such personal property may not be returned to me (including, but not limited to Special Needs Bags (as referred to in the Event-specific athlete information guide) and any and all personal property therein after closure of the applicable aid station pick-up location). I waive any rights to all 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 or WTC, as applicable: (a) use any intellectual property of Organizer or WTC and/or each of their affiliates, as applicable, 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 "Operator/WTC 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 Operator/WTC 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 WTC/Organizer 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 WTC/Organizer.
- 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, WTC, 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.
- 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, and/or to disqualify 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 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 or WTC, 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, and Organizer or WTC 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, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, public health risks, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Organizer, there will be no refund of Organizer's entry fee or any other costs incurred in connection with the Event.
- I grant to Organizer, WTC and their respective 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, WTC, its assignees, or its designees, and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.

- WTC/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, WTC'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.
- 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 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 me), and my/Participant's spouse, children and other family members, and my/Participant's heirs, executors, representatives, subrogors and estate. *Participant (or Participant's legal guardian) must complete all information and sign below.*

_____ PARTICIPANT SIGNATURE	_____ DATE	_____ PRINTED NAME OF PARTICIPANT	_____ PARTICIPANT'S AGE AND BIRTHDATE
_____ PARENT/ GUARDIAN'S SIGNATURE	_____ DATE	_____ PRINTED NAME OF PARENT/GUARDIAN	_____ BIB NUMBER