

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
2021 PLAVA LAGUNA 5150 TRIATHLON POREČ CROATIA - for adult participants

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “**Form**”) carefully before signing. The adult participant (those 18 yrs. of age or older), or the participant’s legal guardian (for the participant and on his/her behalf), if applicable, must sign this Form. In consideration of the services of **ISTRA D.M.C. Ltd, Umag** (hereafter “**Organizer**”) in allowing me to participate in this scheduled 2021 PLAVA LAGUNA 5150 TRIATHLON POREČ CROATIA (hereafter “**Event**”) and other activities, I **acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

This Event and other activities take 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 (this 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 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 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 Organizer 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 UAVs, 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; Organizer 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 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.

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. 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.

Supervision and activities risks. I understand that neither Organizer 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.

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: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV, parked or moving vehicles and/or bicycles), people or the bottom of a sea, 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 rules and policies. I will 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, 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. 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 race sanctioning body;
- By submitting this entry, I agree to be bound by and comply with the WTC 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;
- My final acceptance and participation in the Event is contingent upon Organizer’s receipt and review of all required information and forms, including this Form;
- Before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if I choose;
- I am fully capable of participating without causing harm to myself or others. I further agree that participating in these 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 physician, am responsible for determining whether these 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 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 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;**
- 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 Form 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 associated risks; and
- **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those risks, including 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 intentional or other misconduct.**

RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of participating in the Event 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 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 "claim/s") for any injury, damage, death, lost property, stolen property, disposed property, or 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 claim/s 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
- 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 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 my 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 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.

OTHER PROVISIONS

I understand and agree:

- Any dispute or claim/s 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 Organizer: 1) shall be governed by Croatian substantive law (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, shall be litigated in competent court according to the seat of Organizer.
- If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their 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 Form, just as if I were the participant's lawful legal guardian.
- In regard to my relationship with Organizer, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than Organizer) 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 WTC: (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 "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 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 Organizer or WTC 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.
- 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 applicant 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 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, 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 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.
- Each of Organizer and WTC 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 Organizer's, WTC'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.
- 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 will 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 agree: I have carefully read, understand and agree to voluntarily sign this Form and understand that by doing so I am entering into a legally binding contract with the Organizer. I acknowledge that this Form 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. *The adult participant (or his/her 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