ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

2020 IRONMAN 70.3 Zell am See-Kaprun, Austria, 30th of August, 2020

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 IRONMAN Austria GmbH (“IRONMAN”) in allowing me to participate in this scheduled IRONMAN competitive event and related activities (collectively, the “Event”) and other activities, I acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event 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 “Activities”). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by 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, death or damage to other participants. The following describes some, but not all of the inherent risks, as applicable to participant’s activities:

Risks involved in decision making and conduct.

These risks include the risk that an IRONMAN 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.

Other undefined circumstances. These risks include the risk of losing control and falling from the bike, colliding with objects (including 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 that a participant’s mental, physical or emotional condition (including any use 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 or other loss. Although IRONMAN may review participant’s medical information, submitted in the registration process, IRONMAN cannot anticipate or eliminate risks or complications posed by a participant’s mental, physical (including fitness level) or emotional condition.

Risks associated with premises.

Risks involved in participation in the Event and other activities, including but not limited to: other unknown or unanticipated activities, including but not limited to: 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 IRONMAN Austria GmbH (“IRONMAN”) in allowing me to participate in this scheduled IRONMAN competitive event and related activities (collectively, the “Event”) and other activities, I acknowledge and agree as follows:

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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 IRONMAN, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than IRONMAN) 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).

To the extent there are situations in which I provide IRONMAN 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 IRONMAN may take with respect to such property, including but not limited to, disposal of such property. For example, I acknowledge and agree that Special Needs Bags (as referred to in the Event-specific athlete information guide) and any and all personal property therein may not be returned to me after the applicable aid station pick-up location, and I consent to any actions IRONMAN may take with respect to such personal property.

In no event may I (or anyone else on my behalf) without the prior written consent of IRONMAN, 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®”), 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 IRONMAN 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 IRONMAN.

I authorize IRONMAN 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 IRONMAN, 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.

IRONMAN 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 IRONMAN 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 IRONMAN, 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 IRONMAN, there will be no refund of IRONMAN’s entry fee or any other costs incurred in connection with the Event.

I grant to IRONMAN, 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, 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 IRONMAN, 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.

IRONMAN may assign this Form to other entities or individuals (“assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with IRONMAN’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. I also understand that I may also be required to sign a version of this Form on-site. To the extent IRONMAN permits my Event registration to be transferred to another race event, I acknowledge and agree that this Form will be deemed applicable to such other race, mutatis mutandis.

This Form is effective in regard to participant’s enrollment 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 IRONMAN. 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.

BIB NUMBER: __________________

TEAM NAME: __________________

PARTICIPANT 1:

PARTICIPANT SIGNATURE: __________________

DATE: __________

PRINTED NAME OF PARTICIPANT: __________________

PARTICIPANT’S AGE AND BIRTHDATE: __________