

WORLD TRIATHLON CORPORATION
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
For the parent/guardian of a minor participant
IronKids Coeur d'Alene presented by Regence – June 26, 2014 – City Park

INFORMATION

Minor's First Name: _____ Minor's Last Name: _____

Date of Birth: ____/____/____ Age: ____ Gender: ____ School Minor Attends: _____

Name of Parent or Guardian: _____

Parent's E-mail: _____ Parent's Phone #: _____

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): _____

Insurance Carrier and Policy No: _____

Minor/Child's Medical information (check all that apply):

☐ Asthma ☐ Allergies ☐ Cancer ☐ Diabetes ☐ Epilepsy ☐ Heart disease ☐ Hemophilia

☐ High blood pressure ☐ Leukemia ☐ Other: _____

Minor/Child's Allergies (check all that apply):

☐ Bee stings ☐ Medication(s): _____ ☐ Food(s): _____ ☐ Other: _____

Comments/Instructions: _____

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 World Triathlon Corporation (hereafter "WTC") in allowing my child to participate in the WTC competitive event (hereafter "Event") and other activities, **I acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

This WTC competitive Event and other activities that my child may participate in and/or assist with as a volunteer (whether simply attending, assisting, observing or actively participating) 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 and/or assistance with 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, structured or unstructured and include free time. **I acknowledge that the inherent 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 and/or assist with all WTC 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 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 a WTC 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 and/or assisting participants in these activities includes the risk of colliding with objects or people (including participant/s or spectator/s), 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 participating in and/or assisting with these activities could result in injury, damage, death or other loss. WTC 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.

Supervision and activities risks. The parent understand that neither WTC or 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 agree 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.

These and other inherent risks may result in participants or an attending parent: falling partway or falling to the ground; being struck; colliding with objects, 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, including the following code of conduct: 1) not consume any drugs or alcohol that will impair his/her judgment and/or ability to volunteer and assist; 2) respect the rights, dignity, and worth of every individual, including athletes, other 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, respectfully and take responsibility for his/her actions;
- my child's final acceptance and participation in the Event is contingent upon WTC's receipt and review of all required information and forms, including this Form;
- I agree my child is acting as a volunteer and not as an employee of WTC and that my child will not be receiving compensation from WTC or any of the Released Parties;
- my child is fully capable of participating in and or assisting with the activities without causing harm to him or 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;
- WTC contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services, and to conduct some of the activities participants will engage in. I acknowledge that WTC 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 WTC, and WTC does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- the information provided above is not exhaustive, other unknown or unanticipated activities, inherent risks and outcomes may exist, and WTC cannot assure my child's safety or eliminate any of the inherent risks. WTC representatives are available should I or my child have further questions about the activities or the associated risks;
- **I represent my child is voluntarily participating and/or assisting with knowledge of the inherent risks. Therefore, I agree that I, and my child, assume and accept full responsibility for the child, for the inherent 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 the risk of my child's and/or a co-participant's negligent or intentional misconduct.**

RELEASE AND INDEMNITY

Please read Parts A and B carefully. This Release and Indemnity section contains a surrender of certain legal rights.

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

- **to release and not to sue** WTC, USAT, 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") that I may have, for any injury, damage, death or other loss in any way connected with my child's enrollment or participation in and/or assistance with the activities, including use of and/or assistance with any equipment, facilities or premises (and 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) against the Released Parties and agree that neither I, nor anyone acting on my behalf, will make a claim against the Released Parties for any loss I 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 or other loss in any way connected with my child's enrollment or participation in and/or assistance with the activities, including use of and/or assistance with any equipment, facilities or premises (and losses resulting from the inherent or other risks of the activities).

This Release and Indemnity section Part A includes claim/s resulting from any of the Released Parties' negligence (but not any of their intentional misconduct), and includes 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.

Part B: I (the minor participant's parent) for and on behalf of my participating minor child, agree as follows: According to the authority of Florida Statute 744.301, I agree here to waive and release, in advance, any claim or cause of action against WTC or its 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 activity. The required legal notice from that statute is stated below.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF WTC 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 GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WTC OR ITS OWNERS, AFFILIATES, EMPLOYEES OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, 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 WTC 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 Florida law, I agree to indemnify WTC or its owners, affiliates, employees or agents for any attorneys' fees and costs incurred by them 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 Fla. Stat. 744.301, or, if the claim is withdrawn or dismissed. As determined by an arbitrator or court in construing the Fla. Stat. 744.301(3) language "commercial activity provider, or its owners, affiliates, employees or agents" as reflected in Part B of this Form (above) as "WTC or its owners, affiliates, employees or agents," such language shall include the other Released Parties (as defined in this Form), to the extent allowed under that statute.

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 claim/s I or my child may have arising out of, relating to or in connection with this Form, my child's enrollment or participation in the activities, or any other aspect of my or my child's relationship with WTC: 1) shall be governed by Florida substantive law (without regard to its "conflict of law" rules) and 2) shall be determined by voluntary mediation before a mutually acceptable Florida mediator, or, if mediation is unsuccessful, by binding arbitration as the sole and final remedy for all matters in dispute, administered by the American Arbitration Association ("AAA") in accordance with applicable Arbitration Rules as interpreted and governed by the Florida Arbitration Code. AAA arbitrator/s knowledgeable in the field and in commercial matters, acceptable to both the parent and WTC, shall conduct the arbitration. Required Venue: I agree that any mediation or arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Tampa, Florida.
- If my status as the minor participant's parent is challenged or found invalid, I will release, agree not to sue and 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 legal parent.
- In regard to my or my child's relationship with WTC, 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 WTC) in connection with these activities.
- I authorize WTC 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, under the Health Information Portability and Accountability Act (HIPAA) to the release (to or by WTC, USAT, 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.
- WTC reserves the right, in its sole discretion, to dismiss any participant from the activities at any time. If my child is dismissed or departs for any reason, I agree I am responsible for all costs of early departure.
- WTC, in its sole discretion, may delay, modify, or cancel the Event for any reason and I agree that WTC will not reimburse costs incurred 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 grant to WTC, its affiliates, designees and assignees 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") during the activities or otherwise, without compensation, for use for any purpose 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 shall be owned by WTC and I waive any inspection or approval rights.
- 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 WTC's and other Released Parties rights and protections under this Form.
- If I sign this Form both on-line and on-site, I agree that the on-site version of this Form, as that version may be amended from the on-line version, will be binding. I also understand that my child may be required to sign a version of this Form on-site.
- This Form is effective in regard to participant's enrollment or participation in and/or assistance with 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 shall not affect the enforceability of the remaining provisions, and those remaining provisions shall 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, his/her guardian or minor participant and his/her parent must complete all information and sign below.*

PARTICIPANT SIGNATURE

DATE

PRINTED NAME OF PARTICIPANT

PARTICIPANT'S AGE AND BIRTHDATE

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT

DATE

PRINTED NAME OF PARENT/GUARDIAN