

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

2021 Sun-Herald City2Surf® VR™ – 17-24 October 2021

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). Each participant, and if the participant has not attained the legal age of majority, a parent/natural guardian/legal guardian of the minor participant (minors are those under 18 yrs. of age), must sign this Form. The participant or, if applicable, the participant’s parent/natural guardian/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://city2surf.com.au>) 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 Events Pty Ltd t/as IRONMAN Australia (“**Operator**”) in allowing me/my child to participate in this scheduled Operator competitive event and other activities (hereafter “**Event**”), **I acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event takes place outdoors and can include but not be limited to: warm-up exercises; competitive running and/or walking, both in practice and in the Event; participation in challenges, clinics, training, demonstrations or other games and activities, attendance at any activities, and use of any equipment (the 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 Operator, 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 me, my child or others. I give permission for my child to participate in all Operator 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 in any competitive or athletic activity. Training for, practicing or competing in running events 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 may not be marked or visible and weather is always unpredictable.

Running risks. These risks include the risk of losing control and falling to the ground, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including the general public, co-participants, volunteers, or spectators) on land, tripping or falling down, or encountering other road/trail hazards.

Personal health and participation risks. The risk of contracting communicable disease(s), including but not limited to COVID-19, from 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), known or unknown, combined with participation in these activities and associated risks could result in injury, damage, death or other loss. Operator cannot anticipate or eliminate risks or complications posed by a participant’s mental, physical (including fitness level) or emotional condition.

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.

Supervision and activities risks. I understand that neither Operator 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.

I understand and agree:

- All purchases to participate in the Event are non-refundable, non-transferrable and non-exchangeable in the event of withdrawal or non-participation by the Participant (including circumstances where the Participant later finds that they do not have access to the Event app or an Event app compatible mobile device).
- 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 Event Rules, and 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. Failure to comply in any way with these matters may lead to me being disqualified from the Event;
- My (or my child’s, as applicable) final acceptance and participation in the Event is contingent upon Operator’s receipt and review of all required information and forms, including this Form;
- I am (or my child is, as applicable) fully capable of participating without causing harm to himself, herself 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;
- Dependent on where I am (or my child is, as applicable) located geographically to participate in the Event, health and safety measures may be in place due to the potential spread of COVID-19 (including public advisories, laws and regulations). I must observe and comply with all applicable laws, regulations and advisories in place during my participation in the Event, including those in relation to COVID-19 and public health. 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 World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. **By participating in the Event in a public place, I voluntarily assume all risks related to exposure to COVID-19;**
- 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 will engage in. I acknowledge that Operator 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 Operator, and Operator does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- The provision and subsequent use of the Event app by me (or my child, as applicable) is subject to the reliability and availability of third party service providers including software providers and network service providers. I agree that Operator will not be liable for any direct or indirect loss suffered by me (or my child, as applicable) as a result of a reduced level of service caused by any third party. Further, **I agree that Operator will not be liable for any direct or indirect loss suffered by me (or my child, as applicable) as a result of my (or my child’s) own user error (including, but not limited to, failure to download or use the Event app correctly, or my not having access to an Event app compatible mobile device) or equipment failure;**
- 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) or dangerous recreational activity (as that term is defined in the Civil Liability Act 2002 (NSW), Civil Liability Act 2003 (Qld) and the Civil Liability Act 2002 (WA)) for any: death; or physical or mental injury of an individual (including the aggravation, acceleration or occurrence of such an injury of the individual); or the contraction, aggravation or acceleration of a disease of an individual; or the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community, other than that which was caused by reckless conduct;
- The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Operator cannot assure my (and my child’s if applicable) safety or eliminate any of the risks. I understand I can and should consult Operator representatives if I have further questions about the activities or the associated risks; and
- **I am (or my child is) voluntarily participating, and I (and my child) acknowledge the inherent risks in connection with the activities. Therefore, I agree that I (and my child, if applicable) assume and accept full responsibility for the participant, for the inherent and other 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 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, and/or a third party’s passive or active negligence or intentional or other 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 applicable law, I for myself (and also for my child participant, if applicable), agree as follows:

- **To release and not to sue** Operator, WTC, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, and all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property may be used by myself (and my child, as applicable) to participate in the Event, 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 Party**” and “**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 “**claims**”) that I may have, for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my (or 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, howsoever 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 claim/s brought by or on behalf of me, (my participating child, if applicable) or other family member/s, a co-participant or any other person, for any injury, damage, death, lost and/or stolen property or other loss in any way connected with my, or my child’s, enrollment or participation in and/or assistance with the activities, including without limitation use of and/or assistance with any equipment, facilities or premises, howsoever 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 Release and Indemnity section Part A 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.

Part B: If the participant is a minor, I (the minor participant’s parent) 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 my minor child for personal injury, including 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 AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES 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 THE RELEASED PARTIES 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 THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

To the extent allowed by applicable law, I agree to indemnify the Released Parties 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 applicable law, or, if the claim is withdrawn or dismissed.

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 Operator: 1) will be governed by NSW, Australia substantive law (without regard to its “conflict of law” rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, in accordance with then-applicable arbitration rules as interpreted and governed by an arbitrator knowledgeable in the field and in commercial matters, acceptable to both the participant and Operator (or, failing that, one nominated by LEADR – Association of Dispute Resolvers (“Leadr”), shall conduct the arbitration). Further, I acknowledge and agree that any such arbitration shall be conducted and resolved on an individual basis only. 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 Sydney, NSW, Australia.
- If I am signing as the 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 release, agree to defend and indemnify, and not to sue any of, 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 guardian.
- In regard to my or my child’s relationship with Operator, 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 Operator) in connection with these activities.
- In no event may I (or anyone else on my behalf) without the prior written consent of Operator, its assignees, or its designees: (a) use any intellectual property of WTC and/or its affiliates, including, but not limited to, the CITY2SURF®, 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 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) or any Operator 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).
- Operator 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, to issue special entries, and/or to disqualify any participant from the Event. If I or my child is dismissed or departs for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my or my child’s Event entry application is denied or revoked, I agree that Operator is not responsible for costs incurred or damages suffered by me, my child, or my family in excess of the amount of the entry fee.
- “Force Majeure” includes acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, communicable disease, public health risks, fire, smoke, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, government order, change of law, unavoidable casualty, or any other cause beyond the control of Operator. I acknowledge and agree that Operator may, whether for safety reasons, at the direction of police or local authorities, or due to a Force Majeure event: (a) at any time, with or without notice, change or modify the race distance; or (b) delay, modify, or cancel the Event, including if it believes the conditions are unsafe or otherwise unsuitable for the Event, and Operator may delay the Event for so long as such unsafe or unsuitable conditions apply. If the Event is delayed or modified for any safety reasons, at the direction of police or local authorities, or due to a Force Majeure event, there will be no refund of Operator’s entry fee (or any portion of) or any other costs incurred in connection with the Event, and I acknowledge and agree that in these circumstances any such delay and/or modification of the Event is a not a major failure within the meaning of the Australian Consumer Law, and that the delayed and/or modified Event remains fit for purpose and provided within a reasonable time. If the Event is rescheduled in its entirety at the direction of police or local authorities, or due to a Force Majeure event, I acknowledge and agree that my entry will be automatically transferred to the rescheduled Event, that there will be no refund of Operator’s entry fee (or any portion of) or any other costs incurred in connection with the Event, and that this Form will be deemed applicable to such rescheduled Event or other event, *mutatis mutandis*. If the Event is cancelled for any reason other than at the direction of police or local authorities, or due to a Force Majeure event, Operator will provide a remedy consistent with its obligations under the Australian Consumer Law.
- I grant to Operator, 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, my child, and/or my family members (collectively “images”), with right to sublicense, 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, 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 Operator, its assignees, or its designees, and I waive any inspection or approval rights. I understand and agree that my (or my child’s) name, age, gender and bib number and race results will be available to the public during and after the Event.
- Unless I specify to the contrary, I consent to Operator providing my personal information (as defined in the *Privacy Act 1988*) and any data generated by my use of, or information entered by me into, the Event app) to (i) Register Now Pty Ltd ABN 78 120 251 489, being the Event registration platform; (ii) SPORTSPLITS ABN 43 102 329 224, being the Event app; (iii) any charities selected by me during the Event registration process (if any) and/or with Grass Roots Company Pty Ltd v/as Grassrootz ABN 38 610 840 376 (“Grassrootz”) and (iv) other third parties for non-marketing related matters. Grassrootz provides fundraising services to Event participants who wish to raise funds for charities in connection with the Event. If I register with Grassrootz to fundraise for charities or if I elect to make a one-off donation to charity, I agree that this will be strictly subject to Grassrootz’ terms and conditions and certain fees and/or other charges will be deducted from funds raised or donations as payment for these services. The Operator has no responsibility to me in connection with such fundraising with Grassrootz and I release the Operator from all claims whatsoever in connection with such fundraising. By ‘opting in’ to fundraise as part of my participation I agree to Grassrootz’ Privacy Policy and Fundraising Terms and Conditions available online (<https://grassrootz.com/privacy-policy/>; <https://grassrootz.com/terms-and-conditions/>).
- I consent to my name and contact details being included on the Operator Event database and that unless I specify to the contrary, I will be subscribed to various Operator related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the Operator Event database I will still receive newsletters that relate to the Event in which I have registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable.
- I consent to my (and my child’s, where applicable) personal information (as defined in the *Privacy Act 1988* and any data generated by my use of, or information entered by me into, the Event app) being collected, held, used and disclosed by Operator for the administration of the Event and as otherwise set out in the IRONMAN Australia Event Privacy Policy, available on the Event website (<https://city2surf.com.au/>).
- Operator 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 Operator’s and other Released Parties rights and protections under this Form.

- To the extent Operator 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 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.**

CERTAIN OTHER TERMS AND CONDITIONS FOR EVENT-RELATED MERCHANDISE & MATERIALS

I understand, acknowledge and agree:

- Event-related materials included with entry purchase (medal, and athlete gift (if any)) will be shipped to the Participant's physical mailing address within thirty (30) days of the conclusion of the Event (unless the Participant is based in a country other than Australia or New Zealand, and has not opted to receive such materials during registration);
- Event-related merchandise purchased during the Event registration process (e.g. t-shirts, etc.), if any, will be shipped to the Participant's physical mailing address on or about 18 October 2021 and will otherwise be supplied as a 'presale' item in accordance with the IRONMAN Australia Online Stores Terms & Conditions (<https://au.ironmanstore.com/pages/terms-conditions>). Orders will only be accepted for Event-related merchandise where the physical mailing address provided is in Australia or New Zealand;
- For purposes of tracking and receiving packages from Operator, Participant may receive tracking information via email from Operator. Participant has provided to Operator an accurate and current email address and has checked participant's applicable email settings for the purposes of confirming that Operator's tracking emails are not going to a "spam/junk" folder;
- Operator does not provide a "Signature Required" option with respect to Event-related shipments; and
- It is the responsibility of the Participant to receive Event-related shipments and packages. Operator is not responsible for packages left unattended and/or stolen.

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 (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

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT

DATE

PRINTED NAME OF PARENT/GUARDIAN