Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Form”) carefully before signing. A parent/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” or “my child” for convenience) agrees that, in consideration of the services of IRONMAN Switzerland AG (hereafter “IRONKIDS”) in allowing my child to participate in the IRONKIDS competitive event (hereafter “Event”) and other activities, I acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

Part A: RELEASE AND INDEMNITY

This IRONKIDS 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-hy (tiring out) gear; participation in clinics, training, demonstrations or other aspects of the Event; and participation in any activities, including wheelchair activities, or participation in or attendance of the activities, including any aspect or condition of the independent facilities or premises and all manner of personal, residential or civic areas 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”) are those that exist, and may exist, around locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, their employees, agents, directors, officers, partners, board members, shareholders, members, representatives, investors, 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 “Releas”), including the risk of colliding with objects or people (including participants or spectators), tripping or falling down or encountering other obstacles or hazards, being struck by or hitting objects or people, falling or being submerged underwater, hitting bottom or other hazards, or failing to avoid water-borne animals.

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. IRONKIDS cannot anticipate or eliminate risks or complications, medical (including physical fitness) or mental (including emotional or psychological fitness).

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 and activity risks. Equipment may be inadequately maintained, damaged or dangerous.

Supervision and activities risks. The parent or guardian (hereafter as “parent”) of the participants is responsible for ensuring that the participant is fully capable of participating in and or assisting with the activities.

I understand and agree:

• I will review all the 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) I will not use any drugs or alcohol that will impair his/her judgment and/or ability to volunteer and assist; 2) I respect the rights, dignity, and worth of every individual, including athletes, other volunteers, and spectators; 3) I will not discriminate against anyone based on sex, ethnicity, religion, ability, or appearance; 4) I respect all property including but not limited to hotels, athletic facilities, and equipment; 5) I will respect the right of the parent and child to share in the responsibility for the child’s well-being.

Risks regarding conduct. The potential that participant, co-participant’s or participant’s parents may act in a negligent or intentional manner.

Risk regarding criminal/terrorist activity. The potential that third party’s may commit criminal acts or acts of terrorism.

These and other inherent risks may result in participant/s and/or third party/s being maimed, injured or killed.

Part B: ACKNOWLEDGMENT

I, the minor participant’s parent, for and on behalf of my participating child, agree as follows:

I agree here to waive and release IRONKIDS and 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 present Form. I accept and acknowledge

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREETING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF IRONKIDS 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 IRONKIDS 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 IRONKIDS 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 applicable law, I agree to indemnify IRONKIDS 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 applicable law, or, if the claim is withdrawn or dismissed.

**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 IRONKIDS: 1) shall be governed by Swiss law and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute. 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 Zurich.

- If my status as the minor participant’s parent 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 legal parent.

- In regard to my or my child’s relationship with IRONKIDS, 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 IRONKIDS) in connection with these activities.

- I authorize IRONKIDS 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 to the release (to or by IRONKIDS, 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.

- IRONKIDS 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.

- IRONKIDS, in its sole discretion, may delay, modify, or cancel the Event for any reason and I agree that IRONKIDS 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 IRONKIDS, 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 IRONKIDS and I waive any inspection or approval rights.

- IRONKIDS 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 IRONKIDS 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.

- 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 agrees: 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.

**SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT**

**DATE**

**PRINTED NAME OF PARENT/GUARDIAN**

**PARTICIPANT SIGNATURE**

**DATE**

**PRINTED NAME OF PARTICIPANT**

**PARTICIPANT’S AGE AND BIRTHDATE**

**PARTICIPANT SIGNATURE**

**DATE**

**PRINTED NAME OF PARTICIPANT**

**PARTICIPANT’S AGE AND BIRTHDATE**