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 USM Events Pty Ltd t/as IRONMAN Australia (hereafter “Ironman”) in allowing me to participate in the IRONMAN VIP Experience (hereafter “Event”) in connection with the above-referenced triathlon/event (the “Race”), I acknowledge and agree as follows:

This competitive Event and other activities may place indoors and/or outdoors and might include but not be limited to: travel by boat, motorcycle, car, van, bus, train, Segway, airplane, helicopter, golf cart, gator, or any other motorized or non-motorized vehicle or device (in each case which may be operated by a person other than the undersigned, including without limitation an Ironman representative, contractor, or a third party), running, cycling, walking, jogging, running, swimming, attendance at and exposure to the swim, bike, and/or run legs of the race and to race participants, demo-ing (trying out) gear or other products and services; participation in clinics, training, demonstrations or other games and activities; attendance at any activities, use of any equipment, facilities or premises (all the foregoing activities and related aspects are collectively referred to, along with the Event and Race, in this Form as "activities"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by Ironman 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, me or my child. I give permission for my child to participate in all Ironman activities and agree to discuss this Form, and specifically, the activities and inherent risks, with my child.

**RELEASE AND INDEMNITY** Please read carefully. This Form 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 assume full responsibility for all risks of bodily injury, death, or property damage in connection therewith, whether relating to me or anyone or anything else;
- to release and not to sue Ironman, WTC, Australia Triathlon Corporation, any applicable federation, Event and/or Race sponsors, Event and/or Race organizers, Event and/or Race promoters, Event and/or Race producers, Race directors, Event and/or Race officials, Event and/or Race 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/s" 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, however caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty.

I understand I here agree 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;

- 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, however 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 claims 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:

- Ironman 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 Ironman 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 Ironman, and Ironman does not oversee or take responsibility for any aspect or condition of these independent facilities or premises.

- Ironman has the right to deny any VIP pass to any person for any reason, and to revoke any VIP pass for any inappropriate conduct (in Ironman’s sole and absolute discretion) by or at the direction of the VIP pass recipient.

- 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 Ironman: 1) will be governed by the substantive law of the Australian state in which the Event takes place (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 Ironman (or, failing that, one nominated by LEADER – Association of Dispute Resolvers (“Lead”), shall conduct the arbitration). 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 the capital city of the Australian state in which the Event takes place.

- 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 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.

- In no event may I (or anyone else on my behalf) without the prior written consent of Ironman: (a) use any intellectual property of WTC and/or its affiliates, including, but not limited to, the IRONMAN®, 70.3®, Iron Girl®, IRONKIDS®, Velotone®, Cape Epic®, 5150®, and Rock ‘n’ Roll® marks and names, the “M-Dot” logo, “K-Dot” logo (collectively, the “Ironman IP”) and/or any words or marks refer to, or are suggestive of, or confusingly similar to, the Event and/or Race, any Race logo, Race name, race location, Race date, or Race 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, Race-branded, or branded or marked using (i) any Race logo, (ii) any Race 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, 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, Triathlon Australia Corporation, 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.

- I irrevocably grant to Ironman, its affiliates, designees, assigns, 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 guests (collectively, “images”), with right to sublicense, in connection with my involvement in the Event or activities, without compensation or right of attribution, for use for any purpose, publicity or privately, 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 Ironman and I waive all inspection or approval rights.

- I consent to my name and contact details being included on the Ironman Event database and that unless I specify to the contrary, I will be subscribed to various Ironman 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 Ironman 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 being collected, held, used and disclosed by Ironman for the administration of the Event and as otherwise set out in the IRONMAN Australia Event Privacy Policy, available on the Event website.

- Ironman may assign this Form to other entity/ies or individual/ies ("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 or a similar 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 and control. I also understand that I (and the participant if I am the participant’s legal guardian) 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 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.

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<thead>
<tr>
<th>PARTICIPANT SIGNATURE</th>
<th>DATE</th>
<th>PRINTED NAME OF PARTICIPANT</th>
<th>PARTICIPANT’S BIRTHDATE</th>
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<th>SIGNATURE OF PARENT/ GUARDIAN OF MINOR PARTICIPANT</th>
<th>DATE</th>
<th>PRINTED NAME OF PARENT/GUARDIAN</th>
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