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 below). 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. Participants are requested to familiarize themselves with all 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 (hereafter “Operator”) in allowing me/my child to participate in the Operator competitive event and other activities (hereafter “Event”), 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, running and other conditioning 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 (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 conducting.
These risks include the risk that an Operator 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.

Cycling, running and swimming risks.
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 of contracting communicable disease(s), including but not limited to COVID-19, from other person(s) (including but not limited to any co-participant; spectator; Operator staff, representative, volunteer, or contractor; and/or any 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), whether disclosed or undisclosed, known or unknown, combined with participation in these activities and associated risks could result in injury, damage or other loss. Although Operator may review participant’s medical information, submitted in the registration process, Operator 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. Participant (and/or the participant’s legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Operator requires use of appropriate equipment and for the fit and condition of the equipment. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

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.

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

Dronerisk.
I understand that unmanned aerial vehicles (“UAVs”, also known as “drones”) may be used at the Event for media or other purposes. I agree that the manufacturer of the drone, or its pilot, is solely responsible for its actions.

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

I understand and agree:

• I will review all materials received, accurately complete and agree to the registration information, documents and process, and rules and policies. I will obey all rules and policies, which include but are not limited to, the rules and conditions detailed in this Agreement and as details on the Event website, the Operator’s the IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, Triathlon Australia Race Competition Rules, the International Triathlon Union Competition Rules, and all information included in the Event-specificathlete information guide and Event-specific athlete briefing session, as each of the foregoing may be amended, from time to time; and all traffic laws. I acknowledge that in order to participate in the Event, I must be a current Triathlon Australia member or must purchase a one-day licence from True Australia. Where such membership or one-day licence effects insurance cover for participants in this Event or future Operator events, such insurance may not cover me for personal injury, loss or damage sustained by me;

• By submitting this entry, I agree to be bound by and comply with the Operator’s IRONMAN Anti-Doping Rules including, without limitation, all policies, procedures and/or other rules adopted by Operator/WTC (as may be amended from time to time and at any time by Operator/WTC), and the authority given to Operator and WTC under those rules. I also agree to be bound by the World Anti-Doping Code and associated International Standards, as issued by the World Anti-Doping Agency (e.g., the International Standard for Therapeutic Use Exemptions, the List of Prohibited Substances and Prohibited Methods, and the International Standard for Testing and Investigations). I acknowledge that I may also be bound by the rules of any applicable national federation, international federation, Triathlon Australia, ASADA, or any anti-doping organization with authority over me. I agree that to the extent I ingest or apply to my body any product provided in an athlete race kit or at the Event Village/Expo that causes me any injury or to test positive in any doping test, I will take full responsibility for such injury and/or test result and release WTC and Operator from any Claims (as defined below) related thereto;

• My final acceptance and participation in the Event is contingent upon Operator’s receipt and review of all required information and forms, including this Form;

• Before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if choose;

• I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities requires extreme fitness and endurance, that I am solely responsible for my physical and emotional condition, and I will inform the Operator before entering the Event that I am capable of participating;

• I will immediately notify an Event official if I believe or become aware that the race course, facilities, or equipment or other aspects of the race areas to be used are unsafe or hazardous;

• Operator has put enhanced health and safety measures in place due to the potential spread of COVID-19. I must follow all posted instructions while visiting any Event-related venue. 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 Centre for Disease Control and Prevention and the World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. By visiting any Event-related venue, I voluntarily assume all risks related to exposure to COVID-19;

• Operator cannot control any 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 the 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 of or condition of these independent facilities or premises;

• My Event registration is non-transferable; any attempted transfer may result in cancellation without refund and disqualification from participation in future events. If I wish to withdraw from the Event, or defer my registration to a future Event, I may only do so where permitted in accordance with the Event specific withdrawal and/or deferment policies set out on the Event website (if any), and must do so myself. Any associated processing fee is non-refundable;

• I may receive a race timing chip and band, which will remain property of Operator. A recorded time slot is not guaranteed, and the timing chip and band must be returned on the date of the Event or I will be subject to a fee of $150, payable to Operator within 14 days after the Event;

• By signing this form, I agree to release and waive the liability of Operator and WTC in relation to recreational services (as that terms 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 Operator’s own 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 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 voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those risks, but including not limited to the risk of my, a co-participant’s, a Released Party’s, a spectator’s, a volunteer’s, and/or a third party’s passive or active negligence or other misconduct.

RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section 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 the extent permitted by law, to release and not to sue Operator, WTC, Triathlon Australia, any applicable federation, 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(s)" or "claim"") 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 agree hereunder 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. The aforementioned exclusion of liability shall not apply to damages caused by willful misconduct and gross negligence by Operator and to injuries to life, body or health due to intentional or gross negligent breach of duty by Operator or a person used to perform an obligation of Operator;

To defend and indemnify ("Indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all claims 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, howeversoever 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 claims 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 claims resulting from the negligence of Released Parties, whether passive or active.

OTHER PROVISIONS

I understand and agree:

Any dispute or claims 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 the laws of the Australian state of New South Wales, 2) will be subject to the exclusive jurisdiction of the courts of the Australian state of New South Wales, and 3) will be settled by final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration of the Australian state of New South Wales, as modified by this Form. This arbitration agreement is enforceable and binding on all parties. In the event of a dispute, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide the case. The arbitrator will have the power to award monetary damages and other relief available to a party in court. The arbitrator is not bound by any statute, rule, or precedent, whether statutory or contractual, in making an award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. This agreement to arbitrate is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the New South Wales Arbitration Act.

I hereby agree to submit to the arbitration and jurisdiction of the courts of the Australian state of New South Wales to resolve any dispute or claims I may have arising out of, relating to, or in connection with this Form, my enrollment or participation in the activities, my relationship with Operator, or the terms of this Form. In the event of a dispute, in addition to the terms of this Form, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. In the event of a dispute, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. In the event of a dispute, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. In the event of a dispute, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction. In the event of a dispute, I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

I agree to arbitrate all disputes and claims under this Form, including without limitation any dispute or claims I may have arising out of, relating to, or in connection with this Form, my enrollment or participation in the activities, my relationship with Operator, or the terms of this Form, and I understand and agree that in these circumstances any such dispute or claim may be resolved only by arbitration and I further expressly consent to any and all actions by the Released Parties to enforce this Form and the agreement to arbitrate contained therein. I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide the case. I hereby authorize the American Arbitration to (i) appoint an arbitrator, (ii) interpret and apply the laws of the Australian state of New South Wales, and (iii) decide whether a claim exists and the amount of any award. The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

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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, 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 name, age, gender, 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 to (i) the official Event photographer as designated by Operator, which is currently FinisherPix, who may contact me via email to alert me when photos from the Event are available on its website, (ii) any charities selected by me during the Event registration process (if any) and/or with Operator’s designated third-party charity platform service provider for the Event (the “Charity Platform Provider”), and (iii) other third parties for non-marketing related matters. The Charity Platform Provider provides fundraising services to Event participants who wish to raise funds for charities in connection with the Event. If I register with the Charity Platform Provider to fundraise for charities or if I elect to make a one-off donation to a charity via the Charity Platform Provider, I agree that this will be strictly subject to the Charity Platform Provider’s terms and conditions (as notified to me during such registration) and certain fees and/or other charges may be deducted from funds raised or donations as payment for these services. Operator has no responsibility to me in connection with such fundraising with the Charity Platform Provider and I release Operator from all claims whatsoever in connection with such fundraising.

• 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 personal information being collected, held, used and disclosed by Operator and/or any of its affiliates or related entities for the administration of the Event and as otherwise set out in the IRONMAN Australia Event Privacy Policy, available on the Event website (https://www.ironman.com/im703-western-sydney-privacy).

• Operator may assign this Form to other entity(ies) 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.

• 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 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. I also understand that it is not permitted for someone else to compete under my name or for me to compete under someone else’s name; doing so may result in my disqualification for marketing related matters.

• 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, 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.

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