

## **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

2017 Velothon Sunshine Coast, 13-16 July - for adult participants

### **INTRODUCTION**

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 (hereafter "USM") in allowing me to participate in this scheduled USM competitive Event (hereafter "Event") and other activities, I acknowledge and agree as follows:

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

This USM competitive Event and other activities take place indoors or outdoors and can include but not be limited to: warm-up exercises; competitive cycling, 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 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"). Activities may be scheduled or unscheduled, mandatory or optional, 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. 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 cycling other events 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; road and other terrain hazards; 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 USM 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 risks. These risks include the risk of losing control and falling from the bike, colliding with objects or people (including co-participants or spectators) on land 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 participation in these activities could result in injury, damage, death or other loss. Although USM may review participant's medical information, submitted in the registration process, USM 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. USM requires use of helmets for biking activities. 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 USM 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 party/s 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 risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects or people; 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 obey all rules and policies and all applicable laws, including traffic laws. I acknowledge that in order to participate in the Event, I carry or maintain sufficient health insurance coverage for myself or minor participant, as applicable. Compulsory insurance cover effected for participants in this Event or future USM events, if any, may not cover me for all personal injury, loss or damage sustained by me; my final acceptance and participation in the Event is contingent upon USM'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 I 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 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; 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; USM 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 USM 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 USM, and USM does not oversee or take responsibility for any aspect or condition of these independent facilities or premises; my Event registrations is non-transferable; any attempted transfer may result in cancellation without refund and disqualification from participation in future events; the Active.com processing fee is non-refundable I consent to have my personal details provided to FinisherPix which may contact me via email to alert me of when photos from the Event are available on its website, and I consent to having my name and contact details stored in USM's database and consent to receive emails from USM. I acknowledge that I am able to opt-out of these services at any time; I may receive a race timing chip and band, which will remain property of USM. 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 USM within 14 days after the Event. By signing this form, you agree that the release and waiver of liability of USM 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 USM cannot assure my safety or eliminate any of the risks. USM representatives are available should I have further questions about the activities or the associated risks; 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, including the risk of my, a co-participant's, and/or a third party's negligence or intentional or other misconduct, or any of the Released Parties' negligence.

#### RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I agree as follows:

to release and not to sue USM, Triathlon Australia, 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") for any

injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I may have 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 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, 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.

This Release and Indemnity section 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.

#### 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 USM: 1) shall be governed by Queensland, Australia substantive law (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, shall 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 USM (or, failing that, one nominated by LEADR – Association of Dispute Resolvers ("Leadr")), 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 Queensland, Australia. If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their 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 USM, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than USM) in connection with these activities. I authorize USM 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 USM, any applicable race sanctioning body, 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. USM 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, and/or to disqualify participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree USM is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. I acknowledge and agree that USM, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of USM, there shall be no refund of USM's entry fee or any other costs incurred in connection with the Event. I grant to USM, its parent companies and other 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 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, 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 USM and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event. USM 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 USM'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. 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 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.