

USAT - Membership Waiver

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of USA Triathlon (“USAT”) allowing me to participate in any USAT sanctioned event (the “Event” or “Events”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”).

1. Physical Health. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs, and will not be under any such influence at the time of the Event, which would in any way impair my ability to safely participate in the Event. I also agree, represent and warrant that I will not participate in any Event if I (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. Compliance with Codes, Policies and Procedures of USAT. I hereby represent that I have read and agree to strictly comply with the USAT Code of Conduct and all other USAT Policies and Procedures applicable to me, including but not limited to the policies of the U.S. Center for SafeSport, found at <https://www.teamusa.org/USA-Triathlon/USAT-for-Me/Athlete-Resources>.

3. Release of Image: I irrevocably grant to USAT and its designees, agents, assigns, partners and licensees (with no obligation to compensate me) the right and license, throughout the world, in any and all forms of media currently existing or hereafter created, to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit my name, nickname, initials, autograph, signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph and/or electronic likeness and image of me in connection with (i) the promotion of the sports of triathlon and duathlon; (ii) the promotion or exhibition of one or more Events sanctioned or organized by USAT; (iii) any non-commercial use; and/or (iv) transmitting my race images to me for commercial purposes. I understand that USAT may not use my image in a manner that creates or implies an endorsement of a commercial product or service without my prior consent and represent and warrant that I have the right to grant such consent on behalf of myself.

4. Assumption of Risk. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for

serious bodily injury, sickness and disease (including but not limited to communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown, including any unknown claims under Section 1542 of the California Civil Code (collectively, "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and **I hereby expressly and voluntarily choose to assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.**

5. COVID-19 ASSUMPTION OF RISK: I acknowledge and understand that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, the Released Parties (as defined below) **CANNOT GUARANTEE** that I will not become exposed to or infected with COVID-19. Furthermore, the Events could increase my risk of contracting COVID-19. By signing this Agreement, I acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected with COVID-19 from the Events, and that such exposure or infection may involve the **RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH**. I understand that the risk of becoming exposed to or infected with COVID-19 by my participation in the Events may result from the actions, omissions, or negligence of others and/or myself, including, but not limited to, the Released Parties (as defined below). **I hereby expressly assume all such risks and dangers whether presently known or unknown.**

6. Consent to Medical Care. I hereby consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of on-site and other personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.

7. Compliance with Event Rules and Regulations. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I understand and agree that the World Triathlon Anti-Doping Rules and U.S. Anti-Doping Agency ("USADA") Protocol for Olympic and Paralympic Movement Testing ("USADA Protocol") and all other policies and rules adopted by the World Triathlon, USADA, and the United States Olympic and Paralympic Committee (the "USOPC") apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results

management authority and processes of USADA, including arbitration under the USADA protocol, or to the results management authority of World Triathlon and/or USA Triathlon, if applicable, or referred by USADA. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

8. Release from Liability. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: World Triathlon, USAT, the Event Owners, Organizers and Promoters, Race Directors, other participants in the sanctioned event, Sponsors, Advertisers, Host Cities, USOPC, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to (i) my participation in the Event, and/or (ii) any INJURY, ILLNESS OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH RESULTING FROM COVID-19) arising out of or related to the Event, and, with respect to (i) and (ii), including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

9. Authorization to Collect and Use Data. While participating in the Event, I may provide to Event Organizers information such as my name, contact information, age, gender and other demographic, physical, physiological or identifying characteristics specifically requested from me. My participation in the Event is voluntary. By participating in the Event, and giving such data to the Event Organizers, I hereby grant the Event Organizers, or any of them, permission to collect, capture, record and store the data, and grant to each of the Event Organizers a license to use the data for any purposes whatsoever.

10. Arbitration. In the event of a dispute between me and any of the Released Parties, such dispute shall be settled by arbitration administered by the Court of Arbitration for Sport. The hearing shall be conducted in Colorado Springs, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I certify that I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

IF PARTICIPANT IS A MINOR, PARENT OR GUARDIAN MUST READ AND SIGN BELOW

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Agreement, and (2) authorize USAT or any of its designees to arrange or any necessary medical treatment for the participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action that I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties, or otherwise, to the fullest extent permitted by law.