

2020 IRONMAN® 70.3® Centrair Chita Peninsula Japan Event Waiver

Centrair Tokoname, Japan – October 18, 2020

【INTRODUCTION】

This IRONMAN® 70.3® Event is owned by Endurance Sports Japan Co., Ltd (ESJ) and operated by IRONMAN 70.3 Centrair Chita Peninsula Japan Executive committee (collectively, the "Organizer"), an independent licensee of World Triathlon Corporation ("WTC"). The IRONMAN® and 70.3® service marks are used here by permission. Please read this entire Acknowledgment and Assumption of Risks & Release Agreement (hereafter "Form") carefully before signing. The adult participant (those 20 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 Organizer in allowing me to participate in this scheduled IRONMAN® 70.3® Centrair Chita Peninsula Japan 2020 (hereafter "Event") and other activities, I acknowledge and agree as follows:

I, on behalf of myself, and if the participant is a minor, on behalf of the minor participant as well, hereby release, waive, and discharge any and all claims that I (or the minor, if applicable) may have against WTC or any of its affiliates and/or Organizer from and against all liability for any and all damages and claims arising out of or related to the Event.

【IRONMAN® 70.3® Centrair Chita Peninsula Japan 2020】

Event Acknowledgement, and Assumption of Risks & Release Agreement

I, the participant, and if the participant is a minor, on behalf of the minor participant as well, hereby certify to consent to the following in consideration of participating in the Event on October 18th, 2020:

[Obligation to abide by the rules of the Event (the "Rules") and responsibility for self-management]

1. I acknowledge and agree to abide by all regulations, rules, and instructions set by public authorities, Organizer, by the facility management as the event uses public and private streets, the venue facilities, and other facilities. I agree to participate in the Event with full attention to my own health and safety and acknowledge to do so in my sole responsibility. In the event of any physical or mental conditions arising during the Event, I certify and agree to retire or walk out from the Event immediately.

I hereby agree to abide by Article 11 of the Competition Rules of Japan Triathlon Union (JTU) [Matters to observe when on the bike] and will strive to conduct a safe race, with full regard to vehicles and pedestrian during the entire Event.

JTU Competition Rules Article 11: riders practicing or traveling to and from the meeting venue shall abide by traffic rules and regulations under the Highway Traffic Act and observe the following matters at all time when on the bike:

1. Wear a helmet
2. Keep to the left
3. Stay alert to the surroundings
4. Do not accompany a runner
5. Keep a safe distance between vehicles
6. Observe all traffic signals
7. Give way to pedestrians
8. Be vigilant of other vehicles

I agree to observe during the Event (including during the race and at all other times) all rules, regulations, matters to be observed and any recommendations issued by the Event organisers concerning the course and the Event.

[Understanding of the Event characteristics and appropriateness of the participants]

2. I represent that I have sufficient experience in triathlon and other related sports, and I understand that the Event takes place in a rapidly changing environment, which may drastically affect my health condition.

3. I also understand that the conditions of the indoor or outdoor venues and property upon which the Event takes place may contain and there may exist uncertain factors which may prevent from the timely medical attention or treatment in case of an emergency.

4. I hereby certify, to best of my knowledge, that I am physically fit and have no medical condition that could likely worsen by participating in the Event.

5. I represent that I am in good health and that such fact has been determined by a medical advisor within the last one (1) year.

6. I hereby agree to submit any medical conditions, such as allergic diathesis, physical idiosyncrasy, and previous disease (including without limitation, excess symptom) or relevant religious remarks which should be known to WTC and/or Organizer and its medical staff in case of a medical emergency in writing prior to the Event.

7. I understand to submit my medical certificate and stress electrocardiogram certificate upon the Organizer's request.

8. I comply with the Event cancellation notice set by the Organizer in the event it is determined it would be disadvantageous to pursue the Event. I acknowledge and agree that Organizer or WTC may delay the Event for so long as such unsafe or unsuitable conditions apply.

9. I hereby pre-authorize medical doctors, the Organizer and its representatives to arrange for emergency medical treatment on my behalf if medical attention is warranted during my participation in the Event and hereby release the Organizer and WTC from any liability relating to the provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf, except in the event of intentional misconduct or gross negligence of Organizer or WTC, as applicable, in which case such release will not apply to Organizer or WTC, as applicable.

10. 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 the IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, race sanctioning body, the International Triathlon Union Competition Rules, and all information included in the Event-specific athlete 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 may be required to be a current member of, or purchase a one-day license from, the race sanctioning body.

11. By submitting this entry, I agree to be bound by and comply with the IRONMAN Anti-Doping Rules including, without limitation, all policies, procedures and/or other rules adopted by WTC (as may be amended from time to time and at any time by WTC), and the authority given to 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, race sanctioning body, or anti-doping organization with authority over me;

[Exemption from injury and fatal accident]

12. The Event takes 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-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 (the Event and other activities collectively referred to in this Form as "activities" or "activity"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by Organizer, 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:

13. 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.

14. Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects (including UAVs (defined below), 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.

15. 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; Organizer 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 could result in injury, damage, death or other loss. Although Organizer may review participant's medical information, submitted in the registration process, Organizer cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition. Organizer 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 Centers for Disease Control and Prevention and the World Health Organization, 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;**

I authorize and consent to Organizer staff, representatives or contractors to conduct such public health safety screening activities by methods selected by Organizer. While participating in the Event, I agree to comply with any public health and/or safety directions of Organizer staff, representatives or contractors; police; or government or health authorities.

16. Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

17. 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. Organizer 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.

18. Supervision and activities risks. I understand that neither Organizer 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.

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

20. Drone risks. I understand that unmanned aerial vehicles ("**UAVs**", also known as "drones") may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

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

22. I acknowledge and understand that compensation is made within the Organizer's insurance coverage and the Event does not provide me with personal accident insurance coverage and that I am responsible to obtain my own personal accident insurance coverage should I wish to be eligible for accident benefits, except in the event of intentional misconduct or gross negligence of Organizer or WTC, as applicable, in which case such release will not apply to Organizer or WTC, as applicable.

[Release]

Please read carefully. This Release 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:

23. To release and not to sue Organizer, WTC, applicable federation and/or race sanctioning body, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and 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 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 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 lost property, stolen property, disposed property, or any other loss (excluding grave injury or death) connected with my enrollment or participation in the activities, including use of equipment, facilities or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. I acknowledge and understand that compensation is made within the Organizer's insurance coverage and the Event does not provide me with personal accident insurance coverage, except in the event of intentional misconduct or gross negligence of Organizer or WTC, as applicable, in which case such release will not apply to Organizer or WTC, as applicable.

24. This Release section includes but is not limited to 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, including claim/s resulting from the negligence of Released Parties, whether passive or active, except in the event of intentional misconduct or gross negligence of Organizer or WTC, as applicable, in which case such release will not apply to Organizer or WTC, as applicable.

[Exemption from force majeure occurrence]

25. Additionally, I hereby release the Organizer and WTC from any liability relating to the expenses to participate in the Event following the cancellation or modification to the Event due to weather conditions or other 'Act of God' or **public health risks** or due to the loss or damage of the Event materials (including without limitation, the Event property, venue and facilities).

[Media and commercial usage of personal data]

26. I understand that at the Event or related activities, my personal data (including without limitation, images, name, address, age and race history) may be published in the media related to the Event. I grant to Organizer, WTC, and each of their respective affiliates, designees, assignees, 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 family members (collectively "**images**"), with right to sublicense, during the activities or otherwise, without compensation, 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, 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 Organizer, its assignees, or its designees, 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.

27. In no event may I (or anyone else on my behalf) without the prior written consent of WTC, its assignees, or its designees: (a) use any intellectual property of WTC and/or its affiliates, including, but not limited to, the IRONMAN®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock 'n' Roll® marks and names, the "M-Dot" logo, "K-Dot" logo (collectively, the "**WTC IP**") and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, or Event 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, Event-branded, or branded or marked using (i) any Event logo, (ii) any Event name, (iii) any Event IP, or (iv) or 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).

[Agreement and settlement of next of kin]

28. I and my parents, guardians, and next of kin hereby acknowledge the content of the Event set forth in this Form and permit to participate in the event.

29. In the event of any doubts arising in connection with or toward this Form, I agree to resolve them in accordance with the rules and regulation related to the Event. If by any chance a dispute arises in connection with this Form, the exclusive jurisdiction of the first trial will be executed by the Tokyo municipal court and the statutes and laws of the Japan will apply to all matters relating to this Form.

[Settlement, governing law and jurisdiction]

30. 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 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.

PARTICIPANT SIGNATURE

DATE

PRINTED NAME OF PARTICIPANT

PARTICIPANT'S AGE AND BIRTHDATE

PARENT/ GUARDIAN'S SIGNATURE

DATE

PRINTED NAME OF PARENT/GUARDIAN

BIB NUMBER