

The following waiver will be presented to the registrant when s/he enters the Active.com web site to register for Ironman China. Execution of this waiver is required in order to complete registration and compete in the event. If you have any questions about this document, please contact Ironman China at [info@ironmanchina.com](mailto:info@ironmanchina.com).



## General Waiver, Release, and Indemnification Form

In consideration of the acceptance of my registration and entry in the Ironman China Triathlon (“IRONMAN CHINA”) and/or being allowed to participate, officiate, observe, work for, or for any purpose participate in the IRONMAN CHINA event, the sufficiency of such consideration being specifically agreed to and acknowledged, I for myself, my personal representatives, heirs, assigns, and next of kin do hereby acknowledge, agree and represent that:

- 1) I HEREBY RELEASE, WAIVE, DISCHARGE, any and all claims I may have against IRONMAN CHINA LTD., the World Triathlon Corporation, PCH Sports, and Active.com and covenant not to sue either organization, its event committees, officers, directors, members, volunteers employees, agents, sponsors, other participants, operators, officials, any persons in any restricted area, advertisers, owners and lessees of premises used to conduct any activity associated with the IRONMAN CHINA event (including but not limited to hotels in which I may be registered or visiting), and for each of them their officers and employees (hereinafter referred to as “Releasees”) from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all damages, and any claim or demands therefore on account of injury to me, my property, or resulting in my death or incapacity, whether caused by negligence of the Releasees or from observing, working for, or in any way participating in or travelling to or from any activity associated with the IRONMAN CHINA event.
- 2) I HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS the Releasees, individually and as a group, from any loss, liability, damage, or cost they may incur due to my presence in or upon the restricted area or in any way competing, officiating, observing, working for, or for any purpose participating in or travelling to or from any activity associated with the IRONMAN CHINA event whether caused by negligence of the Releasees or otherwise.
- 3) I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, ILLNESS, DEATH OR INCAPACITY, OR PROPERTY DAMAGE due to the negligence of Releases or otherwise while in or upon the restricted area(s) and/or while competing, officiating, observing, working for, or for any purpose participating in or travelling to or from any activity associated with the IRONMAN CHINA event.
- 4) I expressly acknowledge and agree that the activities undertaken during the IRONMAN CHINA event could be dangerous and involve the risk of serious illness, injury and/or death or incapacity and/or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 5) I agree and warrant that my entry upon any restricted area(s) and my participation, if any, in the

IRONMAN CHINA event constitutes an acknowledgement that I have inspected such areas and that I find and accept the same as being safe and reasonably suited for the purposes of my use. I further agree and warrant that if, at any time, I am in or about any restricted area(s) and I feel anything to be unsafe, I will immediately advise an appropriate race official of such and will leave the restricted area immediately.

6) I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the IRONMAN CHINA event and its related activities.

7) I hereby attest and verify that I am physically fit. I further warrant and represent that I will have sufficiently trained for this competition and that a licensed medical doctor has verified that my participation in the Ironman China event will not pose a serious risk to my health.

8) I hereby consent to receive emergency medical treatment if such is deemed advisable or necessary in the event of injury, accident and/or illness during the IRONMAN CHINA event.

9) I hereby permit the free use of my name and picture in broadcasts, telecasts, webcasts, and in any other media as such may pertain to the IRONMAN CHINA event.

10) I also expressly acknowledge that by my registration for and participation in the IRONMAN CHINA event, I give my consent to the collection and retention of any personal information by Ironman China Ltd. and in the inclusion of any of my IRONMAN CHINA event-related performance data in race results normally released to the public. All other personal data collected by Ironman China Ltd. shall remain confidential and shall not be voluntarily released by Ironman China Ltd. to any third party without my knowledge and consent.

I HAVE READ AND I ACCEPT THIS RELEASE, WAIVER, and INDEMNITY AGREEMENT and further agree that no oral representations, statement or inducements apart from the foregoing written agreement have been made.