

BEIJING INTERNATIONAL TRIATHLON
Garden Expo Park in Fengtai District of Beijing, China – October 19-20, 2019
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Race Bib: <div style="background-color: gray; width: 100px; height: 20px; margin: 0 auto;"></div>
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Elements: Check Applicable Element

- (a) "Sprint Distance Triathlon" – Saturday, October 19, 2019 (Age Limit: 16 and above) [750 M Swim; 20 K Bike; 5 K Run]
- (b) "Olympic Distance Triathlon" – Sunday, October 20, 2019 (Age Limit: 16 and above) [1.5 K Swim; 40 K Bike; 10 K Run]

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHT AND DEPRIVES YOU OF THE RIGHT TO SUE FENGTAI DISTRICT GOVERNMENT OF BEIJING; WME|IMG CHINA CULTURE DEVELOPMENT CO., LTD.; IMG SPORTS DEVELOPMENT (SHANGHAI) LTD.; INTERNATIONAL MERCHANDISING COMPANY, LLC; 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.

In consideration of Fengtai District Government of Beijing ("Fengtai") allowing me to participate in the Beijing International Triathlon and in related activities (e.g., course tours, Fitness Expo, etc.) scheduled to take place at the Garden Expo Park in the Fengtai District of Beijing, China, during the period October 18 - 20, 2019 (the "Triathlon"), 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 (the "Agreement").

I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Triathlon, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Triathlon which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in the Triathlon, or would interfere with my ability to safely participate in the Triathlon. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Triathlon and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs. I understand and acknowledge the physical and mental rigors associated with triathlons, duathlons, or other multi-sport events, and realize that running, bicycling, and 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, permanent disability, paralysis and death; loss or damage of property; exposure to extreme conditions and circumstances; accidents, illness, 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 Triathlon Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("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 Triathlon, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expense which I incur as a result of my participation in the Triathlon.

I agree to be familiar with and abide by the Rules and Regulations established for the Triathlon, including but not limited to the Competitive Rules adopted by Fengtai. I agree that prior to participating in the Triathlon, I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director. I also accept sole responsibility for my own conduct and actions while participating in the Triathlon, and the condition and adequacy of my equipment.

I hereby release, waive and covenant not to sue, and further agree to indemnify, defend, and hold harmless the following parties: Fengtai; WME|IMG China Culture Development Co., Ltd.; ("WME|IMG") IMG Sports Development (Shanghai) Ltd. ("IMGSH"); International Merchandising Company, LLC ("IMC"); all Triathlon sponsors; Triathlon producers; Triathlon staff; administrators; officials; contractors; vendors; and organizers (including Race Directors); volunteers; all other persons or entities involved with the Triathlon; cities; towns; and other governmental bodies and locations in which the Triathlon or portions of the Triathlon take place; and the officers; directors; employees; agents; insurers; other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), expenses (including court costs and reasonable attorneys fees) and liabilities of any kind or nature (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from the Triathlon (including shuttle to/from airport/hotel and to/from the Triathlon), including but not limited to any Claims for theft, damage to any equipment, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Triathlon site or elsewhere), Claims for medical or hospital expenses, and any including Claims caused in whole or in part by the negligence of the Released Parties. Should the need arise for immediate medical treatment of an illness or injury; I hereby authorize emergency medical treatment for me by appropriate personnel without delay.

I further grant to Fengtai, WME|IMG, IMGSH, IMC, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of the Triathlon, and to photograph, shoot video of me and sell pictures or photographs containing my likeness, and I waive any rights to future compensation to which I might otherwise have been entitled for such use.

I acknowledge that the insurance purchased by the committee in connection with my participation in the Triathlon is the minimum risk protection and the insurance amount takes my risk tolerance into full consideration. If any insurance claim arises out of my participation in the Triathlon and the insurance amount is insufficient to cover my loss arising out of the Triathlon, I and any of my relatives, close relatives or other right and obligation assignees will not raise any Claim against the committee, operator, sponsor(s), supplier(s), referee(s), staff and Released Parties. I agree to the following cancellation and refunding policy: The race registration is non-refundable. I also acknowledge that there is no deferral for race registration and transfer, resale or gifting of registration is not allowed at any time for any reason, and in violation of the forgoing, registration fee will not be refunded and I will be disqualified immediately and will be banned from future Triathlon.

The parent or legal guardian who signs this Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to this Agreement. The parent or legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties from any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution 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 provision.

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 provision of this Agreement.

I hereby agree to receive information regarding other events organized or sponsored by WME|IMG, IMGSH.

Participant Signature Date

Printed Name of Participant Date of Birth

Signature of Guardian (if under 18) Date

Printed Name of Guardian