

WORLD TRIATHLON CORPORATION
VOLUNTEER WAIVER AND RELEASE FORM

EVENT INFORMATION

Memorial Hermann Ironman Texas

May 14-21, 2012

VOLUNTEER INFORMATION

First Name: _____ M.I: _____ Last Name: _____

Address: _____

City, State, Zip Code: _____

Birth Date: _____ Gender: _____

Email Address: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Phone Number: _____

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of my and/or my child or ward's being permitted by World Triathlon Corporation ("WTC") to assist and/or volunteer in the above-referenced Event, and any related programs, activities, or events (collectively, the "Event"), I understand and acknowledge that by signing below I am legally agreeing to the statements in the following World Triathlon Corporation Volunteer Waiver and Release Form. I understand and acknowledge that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself and/or my child or ward, and on behalf of my and/or their spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf and/or theirs, as follows:

1. I ACKNOWLEDGE AND ASSUME ALL THE RISKS OF VOLUNTEERING IN THE EVENT. I understand that volunteering in the Event may involve a risk of physical injury to me or others, damage to mine or other's property, or other consequences. These consequences might result from the actions, inactions, or negligence of myself and/or others, or from various conditions of the premises, the equipment used in the Event, and/or the weather. There may also be other risks not known or not reasonably foreseeable. Such risks include but are not limited to the following: falls, dangers of collisions with athletes, vehicles, pedestrians, other participants, spectators, or volunteers, and fixed objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined below. I understand that I will be volunteering for the Event at my own risk and I agree to assume all the risks incidental to volunteering in the Event.

2. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE the Released Parties, as defined below, of and from any and all claims, causes of action, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), costs, expenses, and liabilities of every kind ("Claims") arising out of or in any way connected with my or my child or ward's volunteer participation in the Event or traveling to or from the Event, and further agree to indemnify and hold each of the Released Parties harmless from and against such Claims, including all attorney's fees and disbursements up through and including any appeal. I understand that this release and indemnity includes, but is not limited to, Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death, partial or permanent disability), loss by theft or otherwise, property damage to any equipment, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and Claims for medical or hospital expenses, whether caused by or suffered by me or my child or ward either before, during or after such volunteer participation. For purposes hereof the "Released Parties" are WTC, USAT, all Event sponsors, Event organizers, Event promoters, Event producers, Event staff, Event officials, any sanctioning body, administrators, contractors, vendors, advertisers, race directors, volunteers, athletes, all other persons or entities involved with the Event, and all states, cities, towns, and other governmental bodies and/or municipal agencies and locations in which an Event or portions of an Event takes place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives.

3. I acknowledge and represent that I have no knowledge or reason to know of any personal physical or mental limitations, conditions or other restrictions that would make any activities personally inadvisable or inadvisable for my child or ward to safely volunteer in the Event.

4. I understand and acknowledge the consumption of alcohol and/or drugs before, during and after the Event may impair my (or my child or ward's) ability to volunteer in the Event, and therefore, I and/or my child or ward agree not to consume any alcoholic beverages and/or controlled substances while volunteering for the Event. I hereby assume any and all responsibility for any injury, loss, or damage associated with or caused by my (or my child or ward's) consumption of alcohol and/or controlled substances.

5. I hereby authorize medical treatment or care for me and/or my child or ward if deemed advisable in the event of injury, accident or illness by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. I agree to be responsible and assume liability for any and all costs incurred as a result of my or my child or ward's volunteering in the Event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services.

6. I authorize for me and/or my child or ward and voluntarily consent under the Health Information Portability and Accountability Act (HIPAA) to the release and disclosure of my or my child or ward's protected health information, health services provided to me, and/or any health related information about me by a physician, emergency personnel, medical team member or any WTC employee for the purposes of diagnosing or providing treatment to me, coordination of care, and for health care operations, including necessary administrative and business functions related to my protected health information, including but not limited to, the release of my protected health information to WTC, a sanctioning body, insurance carriers, medical insurance coordinators, other health care providers, parents/guardians, and/or hospitals. I understand there is no expiration for this health information disclosure authorization, I have the right to revoke this authorization, unless action has been taken in reliance on this authorization, and I understand that treatment will not be conditioned upon this authorization.

7. I hereby grant WTC and the other Released Parties the right, permission, and authority to use my and/or my child or ward's name, image, voice, and/or likeness, without compensation or further notice, captured during the event by WTC, its affiliated entities or contractors, and/or media in all forms, including any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever throughout the universe in perpetuity. I agree to assign all copyright or other interests to WTC and any related parties.

8. I acknowledge that I and/or my child or ward is acting only as a volunteer and not as an employee of WTC, and there is no expectation to receive any type of compensation from WTC or any of the above Released Parties. I understand that WTC reserves the right, in its sole and complete discretion, to deny any person from volunteering at the Event.

9. I expressly consent, understand, and agree that any dispute or claim arising out of, relating to or in connection with this Waiver and Release Form or my participation in the Event, including but not limited to all questions regarding issues of fault, liability, negligence, contributory negligence, damages, jurisdiction, the existence, scope, validity, performance, interpretation, termination, as well as entitlement to and amount of attorneys' fees and costs to the prevailing party, shall be determined by binding arbitration as the sole remedy as to all matters in dispute, administered by the American Arbitration Association (AAA) in accordance with applicable arbitration rules as interpreted and governed by the Florida Arbitration Code. Two (2) AAA arbitrators acceptable to WTC and knowledgeable in the field of commercial matters shall conduct the arbitration. The venue of any such arbitration shall be Tampa, Florida, United States of America. If any provision of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Waiver and Release Form and shall not affect the validity and enforceability of any remaining provisions.

I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS WAIVER AND RELEASE FORM, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN IT. FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN THIS AGREEMENT.

PRINTED NAME OF VOLUNTEER

SIGNATURE

DATE

As the Parent and/or Legal Guardian to the child or ward identified above, I represent that I have the legal capacity and authority to act for and on behalf of the named minor or ward. I hereby accept and agree to all of the terms and conditions of the above Waiver and Release Form, and acknowledge that by signing below I hereby bind myself, the minor or ward, my spouse, my children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on behalf of the minor or ward or myself to the terms and conditions contained in the above Waiver and Release Form.

PARENT/GUARDIAN'S NAME (PLEASE PRINT)

PARENT'S SIGNATURE

DATE