

2010 Nautica New York City Triathlon: Necessary Waivers

1. USAT Waiver

NO.

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.



2010 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") as either a member of USAT or through the issuance of a single event license or permit; 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");

1. 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 which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. 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, permanent disability, paralysis and death; loss or damage to 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 Event 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 Event, 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 expenses which I incur as a result of my participation in the Event.

3. I agree to be familiar with and 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 also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USAT, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, 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 my participation in the Event, 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.

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.

PRINTED NAME OF PARTICIPANT:

LEGAL AGE:

DOB:

PARTICIPANT'S SIGNATURE: _____ DATE: _____

ADDRESS:

2. NYC Tri Swim Waiver

2010 SWIM WAIVER FORM FOR THE NAUTICA NEW YORK CITY TRIATHLON

You must read, understand and complete the SWF. Sign & submit the SWF at race packet pick-up. If you fail to complete, sign and submit the SWF, you will be prohibited from participating in the Nautica New York City Triathlon.

I acknowledge that the swim portion of the Nautica New York City Triathlon will be an extreme test of my abilities & carries the potential for death or injury. Risks include, but are not limited to those caused by obstacles; contact with water craft & or swimmers; water conditions; weather & actions of others. I am aware that there will be medical personnel who will provide first aid. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during the Event. I hereby grant the Medical Coordinator of the Nautica New York City Triathlon and his/her agents, affiliates and designees access to all medical records (and physicians) as needed and authorize medical treatment.

A) I WAIVE, RELEASE & DISCHARGE from any & all liability for my death, disability, personal injury or actions of any kind which may hereafter accrue to me as a result of my participation in the NAUTICA NEW YORK CITY TRIATHLON. PERSON OR ENTITIES: Korff Enterprises Inc., World Triathlon Corporation, Event Management/staff/volunteers/participants, official sponsors of the Nautica NYC Triathlon and the City of New York.

B) I INDEMNIFY & HOLD HARMLESS the persons or entities mentioned in paragraph A from any & all liabilities & expenses (including reasonable attorney's fees) or claims made by other individuals or entities as a result of my actions during the Nautica New York City Triathlon. This form shall be construed to broadly provide a release & waiver to the maximum document & I understand its contents.

I hereby agree in the event of race cancellation due to weather conditions, natural or national disasters, "acts of God", or any other reason, my registration fee shall not be refunded.

3. WTC Waiver

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

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 being permitted by Korff Enterprises, Inc. ("Event Producer") to participate in the Nautica New York City Triathlon, including related programs or events ("Event"), I understand and acknowledge that by checking the box below or signing below, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and 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 on behalf of my 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, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge running, bicycling, swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event,

which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I assume the risk of running, biking, swimming and/or other portions of this Event and participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. 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 herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

3. I WAIVE, RELEASE, AND FOREVER DISCHARGE Event Producer, World Triathlon Corporation ("WTC"), USA Triathlon ("USAT"), event sponsors, event organizers, event promoters, event producers, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take 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 (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of USAT's Competitive Rules, Event Producer and/or WTC's Competition Rules, and information in the athlete information guide, and/or my actions or inactions which cause injury or damage to any other person.

5. I agree to read and abide by the Competitive Rules adopted by USAT, including USAT's Doping Control Rules included therein, Event Producer's and/or WTC's Competition Rules, and all traffic laws. I acknowledge that in order to participate in this Event I must be a current USAT member or must purchase a one-day license from USAT. I agree that prior to participating in the Event 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.

6. I hereby consent to receive medical care and treatment that may be deemed advisable in the event of injury, accident or illness to me while participating in the Event by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, I authorize Event Producer or any of its agents, employees, volunteers, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the above-mentioned may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation 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. USAT may provide secondary medical insurance coverage in qualified circumstances. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

7. I authorize and voluntarily consent under the Health Information Portability and Accountability Act (HIPAA) to the release and disclosure of my 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 Event Producer employee for the purposes of diagnosing or providing treatment to me, for payment purposes, 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 Event Producer, WTC, USAT, 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 that treatment will not be conditioned upon this authorization.

8. I hereby grant to Event Producer and WTC the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors, and/or the media in

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.

9. I acknowledge and agree that Event Producer, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event.

10. I understand that Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

11. A legal guardian who signs this Agreement on behalf of a 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 and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for 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.

12. I expressly consent, understand, and agree that any dispute or claim arising out of, relating to or in connection with this Agreement or my participation in this 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. AAA arbitrator(s) acceptable to both Parties knowledgeable in the field and commercial matters shall conduct the arbitration. The venue of any such arbitration shall be in 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 Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

PARTICIPANT (or Guardian, if applicable):
