
Legibly Print Your Name Here

ATHLETE AGREEMENT

READ, COMPLETE, AND SIGN THIS FORM

(THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING)

PLEDGE

On my Honor, at all times during my participation in the ULTRA520K and its related activities (hereinafter "the Event"), I, as an official athlete, hereby pledge (1) to exercise sound, mature judgement and practice good sportsmanship; (2) to know and abide by the event regulations, guidelines, and the procedures and the conditions and instructions pertaining to them, knowing that the spirit, rather than the letter, in which they are written and presented is the more important consideration; (3) to show respect for and courtesy to all other athletes, support teams, event personnel, public officials, residents of the Okanagan/Similkameen and the public in general; (4) to recognize and remember that the event is, first and foremost, an individual endurance challenge where the spirit of camaraderie and goodwill are to be promoted and fostered whenever possible; and finally (5) to keep in mind that it is not how I finish relative to others that is important, but rather that, I do my best, participating in fairness and with respect to all.

BIKE SAFETY & RELEASE

By my signature below, I acknowledge that it is my responsibility to ensure that my bike and any related race equipment, is maintained in safe operating condition at all times while on the event course. I hereby assume full responsibility for this equipment during the event and WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE anyone connected with the event and all releases and other indemnities named below from any and all liability or other claims that may arise in connection with the use of this bike and any related equipment.

CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT

1. (A) I, the undersigned, have received and accepted an invitation to participate in the Event and will be referred to as "athlete" herein. In consideration of the acceptance of my application for participation in the Event, and in consideration for its organizing committee, owners, directors, members, staff, volunteers, sponsors, promoters, agents, employees, officials, ULTRA520K Canada, 0777343 BC Ltd., Triathlon BC and Ultra Triathlon Racing International Inc. and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Event Officials"), allowing me the opportunity to participate in the Event: (1) I acknowledge that such an event is extremely strenuous, difficult, and hazardous, even for superbly-conditioned athletes under the most favorable circumstances; and (2) I am aware that no aid stations will be provided by the said Event and that absence of such aid and/or support has potential risk to myself; and (3) I understand that I am required to be accompanied by a support team at all times while on the event course and that procurement, organization, training and cost of such team is my responsibility; and (4) I further acknowledge that my participation in any part or all of such an event is a potential hazard to myself and members of my support team and has risks of property damage and/or loss, personal injury, sickness, and/or death, including but not limited to hazards caused by terrain, water, weather, my own health and condition and the health and condition of support team members, other athletes, vehicular traffic, negligence on the part of my support team or the support team members of other athletes, acts of other athletes themselves, lack of hydration, and other risks inherent in participating in an event which is conducted in open waters, on unrestricted highways and/or streets, and on private property; and (5) I understand and hereby accept any and all risks inherent in my participation in the Event and its related activities.

(B) With full knowledge of the risks and hazards to which I am exposing myself by participating in the Event, and with full knowledge and understanding of the limited aid and support facilities that will be available to me from Event Officials and my support team, and in further consideration of the acceptance of my application and the opportunity to participate, and for myself as an individual, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns, and each of them, I WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE said Event Officials, each and every member of my support team, any team coordinator(s), staff, volunteers, members, sponsors, promoters, agents, employees, officials, and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Releasees") from any and all liabilities, actions, claims, demands, costs, and expenses, including attorney's fees and costs, which I, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns, or each of them may have or assert, now or in the future, against said releases and other indemnities or any of them arising out of or in any way connected with my participation and the participation of any other athlete and/or members of a support team (whether a signature hereto or not) in the operations of the Event, including activities in route to or from that event and including but not limited to any property damages and/or losses, injuries and sicknesses, of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me, even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any of said Releasees, other indemnities, athletes, support team members, or any members of the general public.

II. PHYSICAL AND MENTAL CONDITION: I hereby attest and verify that I am physically and psychologically fit and have sufficiently trained to safely participate in the Event and all its related activities, and that, said condition has been verified by a licensed medical doctor. I attest and verify that I have evaluated my own physical and psychological condition and I warrant that said condition is such that I can safely participate in the Event without exposing myself, other athletes, members of other support teams, said Releasees, or members of the general public to a risk of harm. I certify that the nature of the Event has been explained to me, the risks to me as an athlete, each member of the support team, other athletes and their support teams, and the general public. I realize that I may be subject to unannounced drug testing as provided for by Triathlon Canada's agreement with the Canadian Centre for Ethics in Sport. Further, as signature to this document, I hereby consent to receive medical treatment in the event of my injury, accident or sickness during the Event when such treatment is deemed as advisable by qualified medical personnel, and hereby WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS AND AGREE NOT TO SUE any and all persons who advise or administer such treatment and their personal representatives, heirs and next of kin, successors, assigns, and each of them (hereinafter "Medical Personnel") from any and all liabilities, actions, claims, demands, costs and expenses, including attorney's fees and cost arising out of or in any way connected with treatment or action by said Medical Personnel, including but not limited to any property damages and/or losses, injuries and sicknesses, of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any said Medical Personnel.

III. DISQUALIFICATIONS: (A) I acknowledge that if, in the best judgement of qualified Medical Personnel or event officials, it is reasonably necessary to disqualify me from any further participation in the event, that such decision is final and is not subject to dispute at the time of disqualification. Upon disqualification, if any, I agree that I will voluntarily withdraw from any further participation in the Event. Further, I understand that, due to my physical, emotional and/or psychological condition at the time of any such disqualification, I may not be able to rationally and objectively make decisions regarding my physical, emotional and/or psychological condition or ability to continue participation in the event and I guarantee that in the event of disqualification, members of my support team will use their best efforts to prevent me from any further participation and that they will escort me to such location as either the disqualifying person or other officials person(s) may deem best for my safety, health and welfare. By my signature below, I specifically agree that (1) I will withdraw from any further participation upon any disqualification and that such withdraw or any other withdraw from the event will be reported as required by event officials and (2) failure to make said report may preclude further participation.

IV. MISCELLANEOUS: (A) By my signature below, I (1) understand that the ULTRA520K name and symbol are registered service marks licensed to Ultra Triathlon Racing International Inc. and agree not to reproduce or use said marks for any purpose whatsoever without prior written permission; and (2) agree to and grant full permission for the perpetual and unlimited free use of names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, and any and all use of such that the Releases may wish to make for promotional and other purposes of any kind related to this Event or other events sponsored by the Releases. This release is made with the understanding that I, as an athlete, will not receive any consideration or compensation for the use of my names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, or other similar items for the purposes referred to herein or any commercial purpose arising out of or relating to the Event. I further acknowledge and agree that once I have accepted the invitation to participate in the Event and have submitted my application fee, such fee will not be refundable except under special circumstances noted in the event guidelines, and that my rights or interests as such an invitee will not be transferable. I realize that any attempts to transfer my invitation or right to participate in the Event or any failure to adhere to this Agreement and any event regulations, guidelines, and procedures will be viewed by Event Officials as acts of bad faith on my part, and that they will initiate such sanctions against me as they in their sole discretion deem appropriate, including but not necessarily limited to refusal to allow me to participate in any future ULTRA520K events. Said Event Officials reserve the right and specifically notify the athlete that any such acts of bad faith may, in their sole discretion, cause them to notify the various organizations in Canada, United States, Spain, Brazil, Australia and elsewhere involved in the production of ULTRA520K events of said acts of bad faith.

(B) I (1) acknowledge that the ULTRA520K PLEDGE, ULTRA520K BIKE SAFETY & RELEASE FORM and this ULTRA520K CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT constitutes the ULTRA520K ATHLETE AGREEMENT (herein "Agreement"); (2) assume full and complete responsibility for my physical, emotional and psychological condition, my own safety, health and welfare, and for the safety, health, and welfare of my team members; (3) understand and agree that this Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia and the parties hereto intend it to be interpreted and enforced so as to provide indemnification to the Releases and all indemnities described herein to the fullest extent permitted by law; (4) irrevocably consent that any action or proceeding arising or instituted hereunder shall be brought only in the Province of British Columbia; (5) agree that I have carefully read and understand all of the terms and conditions of this Agreement, and the APPLICATION KIT; (7) hereby declare that the information that I have provided in the official Event application and other official forms is true and correct; (8) acknowledge and understand that this Agreement affects the legal relationship between myself, the parties designated as Releases, Medical Personnel, and other indemnities; (9) understand and agree that I will become legally bound by the terms of this Agreement when I sign it in the place designated for such purposes; (10) understand and agree that my signature on the Agreement may result in a limitation of my legal rights; and (11) sign it freely and without coercion in return for the opportunity to participate in the Event.

ATHLETE PRINTED NAME

ATHLETE SIGNATURE

DATE

WITNESS PRINTED NAME

WITNESS SIGNATURE

DATE

WITNESS ADDRESS: (must be provided)
