

# COMPETITOR GROUP, INC. VOLUNTEER WAIVER AND RELEASE FORM

United Airlines Rock 'n' Roll San Francisco Half Marathon  
April 4-7, 2019



## VOLUNTEER INFORMATION

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Address (City, State, Zip Code): \_\_\_\_\_  
Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Emergency Contact Name \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Shift and/or Group: \_\_\_\_\_ Shirt Size: S M L XL 2XL 3XL

### ***PLEASE READ CAREFULLY BEFORE SIGNING.***

If the above listed participant volunteer is under 18 years of age, I acknowledge that the above listed participant volunteer is my child, that I have the legal authority to act for the child and on their behalf. In consideration of the services of Competitor Group, Inc. ("CGI") and World Triathlon Corporation ("WTC" and collectively with CGI, "Operator") in allowing me and/or my child 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 Competitor Group, Inc. Volunteer Waiver and Release Form ("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, 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 or their behalf, as follows:

1. **I ACKNOWLEDGE AND ASSUME ALL THE RISKS OF VOLUNTEERING IN THE EVENT.** I understand that my and/or my child's 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 my child, 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 including, but are not limited to: falls; dangers of collisions with athletes, vehicles, pedestrians, other participants, spectators, volunteers, or fixed objects; dangers arising from surface hazards, equipment failure, or inadequate safety equipment; and hazards that may be posed by spectators or volunteers (including but not limited to the potential that third party/s may commit criminal acts or acts of terrorism). I understand that unmanned aerial vehicles ("UAVs", also known as "drones") may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV. 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 and/or my child will be volunteering for the Event at my and/or their own risk and I agree to assume all the risks incidental to volunteering in the Event including, without limitation, the risk that my mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with assisting with these activities could result in injury, damage, death or other loss. Operator cannot anticipate or eliminate risks or complications posed by a participant's and/or volunteer's mental, physical (including fitness level) or emotional condition. I acknowledge that I and/or my child is acting only as a volunteer and not as an employee of Operator, and there is no expectation to receive any type of compensation from Operator or any of the Released Parties. I understand that Operator reserves the right, in its sole and complete discretion, to deny any person from volunteering at the Event. If the above listed participant volunteer is under 18 years of age, I give permission for the participant volunteer, as my child, to participate in and/or assist at the Event in the capacity as a volunteer and agree to discuss this Form, and specifically, the activities and inherent risks, with my child.

2. **RELEASE AND INDEMNITY. Please read Parts A and B carefully. This Section contains a surrender of certain legal rights.**

**PART A:** To the extent not prohibited by law, I (the minor child's parent/legal guardian, if applicable) for myself, agree as follows:

- **TO RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE** CGI, WTC, USA Track & Field, 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, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, other participants and representatives, and all other persons or entities associated or involved with the Event (individually and collectively referred to in this Form as the "Released Parties") 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") that I and/or my child may have, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my and/or my child's enrollment or participation in and/or assistance with the activities, including use of and/or assistance with any equipment, facilities or premises (and losses resulting from the inherent or other risks of the activities). **If acting in the capacity as a parent or legal guardian on behalf of a minor participant volunteer, I understand and agree here to waive all Claims I may have (for myself) against the Released Parties and agree that neither I, nor anyone acting on my behalf, will make a claim against the Released Parties for any loss I may suffer, if I or my child suffers injury, damage, death, or other loss;**
- **TO DEFEND AND INDEMNIFY** ("indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all Claim/s brought by or on behalf of me, and/or my child or other family member/s, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my and/or my child's enrollment or participation in and/or assistance with the activities, including use of and/or assistance with any equipment, facilities or premises (and losses resulting from the inherent or other risks of the activities) howsoever caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. **This Release and Indemnity Section Part A includes Claim/s resulting from any of the Released Parties' negligence, whether passive or active, (but not any of their intentional misconduct), and includes Claim/s for personal injury or wrongful death (including Claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract, or any other claim.**

**PART B:** If acting in the capacity as a parent or legal guardian on behalf of a minor child, I (the minor child's parent/legal guardian) for and on behalf of my minor child, agree as follows: I agree here to waive and release, in advance, any Claim or cause of action against CGI, WTC or each of their respective owners, affiliates, employees or agents that would accrue to my minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity. The required legal notice from that statute is stated below.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CGI, WTC OR THEIR RESPECTIVE OWNERS, AFFILIATES, EMPLOYEES OR AGENTS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM CGI, WTC OR THEIR RESPECTIVE OWNERS, AFFILIATES, EMPLOYEES OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CGI, WTC OR THEIR RESPECTIVE OWNERS, AFFILIATES, EMPLOYEES OR AGENTS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

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 me and/or my child to safely volunteer in the Event.
4. I and/or my child agree to observe the following code of conduct: 1) not to consume any drugs or alcohol that will impair my and/or my child's judgment and/or ability to volunteer and assist in the Event; 2) respect the rights, dignity, and worth of every individual at the Event, including athletes, other volunteers, and spectators; 3) not to discriminate against anyone based on sex, ethnicity, religion, ability, or performance; 4) respect all property including but not limited to Event venues, hotels, athletic facilities, and equipment; and, 5) to act professionally and take responsibility for my actions, including demonstrating high standards in respect to my language and actions.
5. I hereby authorize medical treatment or care for me and/or my child 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 and/or my child'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 and voluntarily consent under the Health Information Portability and Accountability Act (HIPAA) to the release and disclosure of my and/or my child's protected health information, health services provided to me, and/or any health related information about me and/or my child by a physician, emergency personnel, medical team member or any of the Released Parties' employees for the purposes of diagnosing or providing treatment to me and/or my child, coordination of care, and for health care operations, including necessary administrative and business functions related to my and/or my child's protected health information, including but not limited to, the release of my and/or my child's protected health information to Operator, 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 grant to Operator, each of their affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me, my spouse, child/ren and/or my other family members (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media (now known or hereafter devised) throughout the world in perpetuity, including but not limited to use in photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotional materials, and/or any other record of this Event. I understand that all ownership and copyright rights in the images shall be owned by Operator and I waive any inspection or approval rights.
8. In no event may I (or anyone else on my behalf) without the prior written consent of WTC: (a) use any intellectual property of WTC and/or its affiliates, including, but not limited to, the IRONMAN®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock 'n' Roll® marks and names, the "M-Dot" logo, "K-Dot" logo (collectively, the "WTC IP") and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, or Event race distance (collectively, "Event IP"), or (b) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are IRONMAN®-branded, 70.3®-branded, Event-branded, or branded or marked using (i) any Event logo, (ii) any Event name, (iii) any Event IP, or (iv) any WTC IP (including without limitation the word "IRON" or any foreign translation thereof as a prefix for, or component of, any race, event, trade name, trademark, organization name, club name, or brand of any kind, in each case in any way related to triathlon, triathletes, training, coaching, or any endurance sports).
9. I expressly consent, understand, and agree that any dispute or claim/s I and/or my child may have arising out of, relating to or in connection with this Form, my and/or my child's assistance with and/or participation in the Event, or any other aspect of my relationship with Operator: 1) shall be governed by Florida substantive law (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for 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 knowledgeable in the field and in commercial matters, acceptable to both myself and Operator, shall conduct the arbitration. Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Tampa, Florida. 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 Form and shall not affect the validity and enforceability of any remaining provisions.
10. Operator may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with Operator's and other Released Parties' rights and protections under this Form.

**I AFFIRM THAT I AM FOURTEEN (14) 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.**

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PRINTED NAME OF VOLUNTEER

SIGNATURE

DATE

**AS THE PARENT AND/OR LEGAL GUARDIAN TO THE MINOR CHILD IDENTIFIED ABOVE, I represent that I have the legal capacity and authority to act for and on behalf of the named minor child. I hereby accept and agree to all of the terms and conditions of the above Form, and acknowledge that by signing below I hereby bind myself, the minor child, 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 child or myself to the terms and conditions contained in the above Form. The minor volunteer, his/her guardian or minor volunteer and his/her parent must complete all information and sign below.**

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PRINTED NAME OF PARENT/GUARDIAN

SIGNATURE

DATE