

FULL NAME: _____

ID NUMBER: _____

DATE: _____

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. BOLDED/CAPITALISED WORDS ARE FOR EMPHASIS ONLY BUT DO NOT NEGATE OR DIMINSH THE IMPORTANCE OF THE OTHER AND/OR SURROUNDING TEXT.

THIS DOCUMENT MUST BE SIGNED BY THE PARTICIPATING ATHLETE.

WHERE THE AHTLETE IS NOT 18 YEARS OF AGE, IT MUST BE SIGNED BY THAT AHTLETE’S LEGAL GUARDIAN.

In consideration of being permitted by Trinity Sports (Pty) Ltd (the “Event Organiser”) to participate in this **Trinity Germiston #2 Triathlon & Duathlon (incl CGT Triathlon Championship – 20 January 2019)** event, including related programmes or events (the “Event”), I, the Athlete, understand and acknowledge that by initialling and/or signing below, that I am legally agreeing to the statements in this Release and Waiver of Liability, Medical Care Consent, and Assumption of Risk and Indemnity Agreement (the “Agreement”) and that these statements are 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 and/or as a result of my injury and/or death, as follows:

“I” for the purpose of this document bears reference to and means the signatory parent/guardian **AND** the minor child on whose behalf this waiver is signed.

“Event” for the purpose of this document means this **CGT Trinity Germiston #2 Triathlon & Duathlon** event, and includes reference to all sub-events (including but not limited to registration, bike maintenance, bike check-in, race briefing, race day, awards, and the like), held at and/or around the Venue and related and/or as a result of and/or as an accompaniment to this **Trinity Germiston #2 Triathlon & Duathlon** event and shall include all compulsory and/or voluntary attendances and efforts made by the Athlete to attend and purported attendances, whether or not such an attendance would typically constitute an event proper, inclusive of the time periods between all (sub-)events, and held during the period from signature of this document until this **Trinity Germiston #2 Triathlon & Duathlon** event and sub-events are over, but inclusive of the time during which the Athlete leaves the final (sub)-event.

- 1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.** I acknowledge that swimming, bicycling, running and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental abilities and limits that carry 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, of my own volition, 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 and/or recreational equipment and my conduct in connection with and/or during the Event. I understand and acknowledge that there may be vehicular and/or pedestrian traffic on the course route and I assume the risk of swimming, bicycling, running 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, fixed and temporary objects, the dangers arising from surface hazards, equipment failure, inadequate safety equipment, the hazards that may be posed by spectators or volunteers, marshals, race referees, and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts and/or omissions, of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk and 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 recognise the consumption of alcohol and/or drugs might impair my health, judgement and motor skills. I assume responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs. I confirm I have had an opportunity to review the ITU Anti-Doping Rules, and that I agree to comply with and be bound by all of the provisions thereof, as per the acknowledgement and agreement signed by myself to this effect, annexed hereto.
- 3. I WAIVE, RELEASE, AND FOREVER DISCHARGE** the Event Organiser, Central Gauteng Triathlon, Triathlon South Africa (TSA), the race sanctioning body, event sponsors, event promoters, event producers, race directors, event officials, event staff, advertisers, property owners, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, town, country, 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, 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 travelling 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.

Initial: _____

4. ARBITRATION

- 4.1 Should any dispute arise between the Athlete and/or its authorised representative and the Released Parties (the “Parties”) in connection with-
- 4.1.1 The formation or existence of this Agreement;
 - 4.1.2 The implementation of this Agreement;
 - 4.1.3 The interpretation or application of the provisions of this Agreement;
 - 4.1.4 The Parties’ respective rights and obligations in terms of or arising out of, or the breach or termination of this Agreement;
 - 4.1.5 The validity, enforceability, rectification, termination, cancellation, whether in whole or in part of this Agreement;
 - 4.1.6 Any documents furnished by the Parties pursuant to the provisions of, this Agreement, or which relates in any way to any matter affecting the interest of the Parties in terms of this Agreement, that dispute shall, unless resolved amongst the Parties to the dispute, be referred to and be determined by arbitration in terms of the Rules of the Arbitration Foundation of Southern Africa (“AFSA”).
- 4.2 Any party to this Agreement may demand that a dispute be determined in terms of this clause, through written notice given to the other Party/ies.
- 4.3 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 4.4 Where a Party to the Agreement requires that arbitration be held on an urgent basis, such Party shall give written notice to the other Party/ies of such requirement. In such event, the Parties to the dispute agree to apply jointly to the AFSA Secretariat as required in terms of the Rules to facilitate such urgent arbitration.
- 4.5 The arbitrator shall be, if the matter in dispute is principally –
- 4.5.1 A legal matter, a practicing advocate or attorney of at least fifteen years’ standing;
 - 4.5.2 An accounting matter, a practicing chartered accountant of at least fifteen years’ standing;
 - 4.5.3 Any other matter, any independent person, agreed upon between the Parties to the dispute.
- 4.6 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting other matter within seven days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 4.7 Should the Parties fail to agree on an arbitrator within fourteen days after the giving of notice in terms of clause 4.2, the arbitrator shall be appointed at the request of a Party to the dispute in terms of the Rules.
- 4.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 4.9 at the instance of any of the Parties to the dispute.
- 4.9 The Parties hereby consent to the jurisdiction of the High Court of South Africa, Eastern Cape Local Division, Port Elizabeth in respect of the proceedings referred to in clause 4.3.
- 4.10 The parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 4.11 The provisions of this clause –
- 4.11.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that such provisions do not bind it;
 - 4.11.2 are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
5. **I FURTHER UNDERTAKE 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 the race sanctioning body’s rules, Event Organiser and/or ITU’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.
6. **I AGREE TO READ AND ABIDE BY THE COMPETITIVE RULES** adopted by the race sanctioning body including any drug or doping control rules, Event Organiser’s and/or the ITU’s Competition Rules, including the ITU’s Anti-Doping Rules included therein, and information in the athlete information guide, as they may be amended from time to time, and all traffic laws. 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.
7. **I HEREBY CONSENT TO RECEIVE MEDICAL CARE** and treatment that may be deemed necessary and/or advisable in the event of injury, accident or illness to me while participating in the Event rendered by a medical director or any of its agents, employees, affiliates and designees, a physician and/or hospital. If necessary, I authorise the Event Organiser or any of its agents, employees, volunteers, affiliates and designees, any organiser or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that this authorisation 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 abovementioned persons 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. I agree to indemnify and

hold harmless the Released Parties from all liability for such costs.

8. **I AUTHORISE AND VOLUNTARILY CONSENT** 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 Organiser 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 the Event Organiser, ITU, sanctioning entity, 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 authorisation but that I have the right to revoke this authorisation in writing, unless action has been taken in reliance on this authorisation, and that treatment will not be conditional upon this authorisation.
9. **I HEREBY IRREVOCABLY GRANT** to the Event Organiser, its affiliated entities, sponsors or contractors and Trinity Sports (Pty) Ltd the right, permission and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event and at any time on/during Race Week (the calendar week culminating in Race Day but inclusive of awards ceremony/ies) or Race Day (the upon which the Event takes place) at or around the following locations, meetings, gatherings or events: race course, swim training, registration, expo, bike check-in, awards or pasta parties, race briefing, press conferences, slot allocation by the Event Organiser, its affiliated entities, sponsors 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 records of the Event for any purpose whatsoever including, but not limited to, use for reward or otherwise.
10. **I ACKNOWLEDGE AND AGREE** that the Event Organiser, 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, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of the Event Organiser, there shall be no refund of the Event Organiser's entry fee or any other costs incurred in connection with and/or anticipation of the Event including but not limited to travel, accommodation, equipment, foodstuffs, apparel and the like.
11. **I UNDERSTAND** that the Event Organiser reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any athlete at any time, and/or to disqualify any individual from the Event. I expressly waive any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
12. **A LEGAL GUARDIAN** who signs this Agreement on behalf of an 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.
13. **I EXPRESS 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, 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 AFSA in accordance with applicable arbitration rules as per clause 4 hereof.
14. **IF ANY PROVISION** of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.

AS AND WHEN REFERENCED IN THIS AGREEMENT, MY PROVIDED MEDICAL INFORMATION SHALL BE SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

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

I HAVE BEEN GIVEN ADEQUATE OPPORTUNITY TO READ AND COMPREHEND THE CONTEXT OF THIS AGREEMENT AND I FULLY UNDERSTAND THE NATURE AND POTENTIAL EFFECT OF THE RISK I ASSUME BY SIGNING THIS AGREEMENT.

IMPORTANT NOTICE FOR PARENT OR GUARDIANS:

Parents or guardians authorising a minor's participation in the Event, which shall prima facie (on the face of it) be evidenced by their signature on this entry form, hereby consent to such minor being bound to the foregoing and further indemnify the Released Parties to the extent, if any, to which such minor is not capable of waiving his/her rights as stipulated above.

Athlete Full Name: _____

Athlete Signed (or Parent/Guardian if a minor racing): _____

Capacity (if signing for a minor): _____

Date: _____

OFFICE USE ONLY: Race Number (Organiser to Allocate): _____