

Hokkaido Triathlon 2023

Event Acknowledgement, Release and Waiver of Liability Agreement

[INTRODUCTION]

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "ARWL") carefully before signing. The adult participant (those 18 yrs. of age or older), or the participant's legal guardian (for the participant and on his/her behalf), if applicable, must sign this Form. In consideration of the services of Organizer in allowing me to participate in this scheduled Hokkaido Triathlon (hereafter "Event") and other activities, I acknowledge and agree as follows:

I agree to waive, release and against liability from any and all claims relating to the Event.

I, the participant, hereby certify to consent to the following Acknowledgement, Release and Waiver of Liability "ARWL" in consideration of participating in Hokkaido Triathlon 2023 ("the Event") held on August 20th, 2023.

[Obligation to abide by the rules of the Event (the "Rules") and responsibility for self-management]

1. I acknowledge and agree to abide by all regulations, rules, and instructions set by public authorities, by the facility management as the event uses public and private streets, the venue facilities, and other facilities. I agree to participate in the Event with full attention to my own health and safety and acknowledge to do so in my sole responsibility. In the event of any physical or mental conditions arising during the Event, I certify and agree to retire or walk out from the Event immediately.

I hereby agree to abide by Article 11 of the Competition Rules of Japan Triathlon Union (JTU) [Matters to observe when on the bike] and will strive to conduct a safe race, with full regard to vehicles and pedestrian during the entire Event.

JTU Competition Rules Article 11: riders practicing or traveling to and from the meeting venue shall abide by traffic rules and regulations under the Highway Traffic Act and observe the following matters at all time when on the bike:

(Wear a helmet / Keep to the left / Stay alert to the surroundings / Do not accompany a runner / Keep a safe distance between vehicles / Observe all traffic signals / Give way to pedestrians / Be vigilant of other vehicles)

I agree to observe during the Event (including during the race and at all other times) all rules, regulations, matters to be observed and any recommendations issued by the Event organizers concerning the course and the Event.

[Understanding of the Event characteristics and appropriateness of the participants]

2. I represent that I have sufficient experience in triathlon, and other related sports, and that the Event takes place in a rapidly changing environment which may drastically affect my health condition.

3. I also understand that the conditions of the indoor or outdoor venues and property upon which the Event takes place may contain and there may exist uncertain factors which may prevent from the timely medical attention or treatment in case of an emergency.

4. I hereby certify, to best of my knowledge, that I am physically fit and have no medical condition that could likely worsen by participating in the Event.

5. I represent that I am in good health and that such fact has been determined by a medical advisor within the last 1 year.

6. I hereby agree to submit any medical conditions, such as allergic diathesis, physical idiosyncrasy and previous disease (including without limitation, excess symptom) or relevant religious remarks which should be known to its medical staff in case of a medical emergency in writing prior to the Event.

7. I understand to submit my medical certificate and stress electrocardiogram certificate upon the Organizers request.

8. I comply with the Event cancellation notice set by the Organizers in the event it is determined it would be disadvantageous to pursue the Event.

9. I hereby pre-authorize medical doctors, the Organizers and its representatives to arrange for emergency medical treatment on my behalf if medical attention is warranted during my participation in the Event and hereby release the Organizers from any liability relating to the provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf, except in the event of intentional misconduct or gross negligence of Organizer, as applicable, in which case such release will not apply to Organizer, as applicable.

[Exemption from injury and fatal accident]

10. 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. I WAIVE, RELEASE, AND DISCHARGE from any and all claims or liabilities for death, personal injury, property damage, theft or damages of any kind, which arise out of or relate to my participation.

11. I acknowledge and understand that compensation is made within the Organizers insurance coverage and the Event does not provide me with personal accident insurance coverage and that I am responsible to obtain my own personal accident insurance coverage should I wish to be eligible for accident benefits. I, or anyone on my behalf, hereby covenant not to sue, and further agree to indemnify, defend and hold harmless the Organizer and other related parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this ARWL including but not limited to my covenant not to sue; (iii) my breach or failure to abide by any of the Rules; or (iv) any other harm caused by me.

[Exemption from force majeure occurrence]

12. I hereby release the Organizer from any liability relating to the expenses to participate in the Event following the cancellation or modification to the Event due to weather conditions or other 'Act of God' or due to the loss or damage of the Event materials (including without limitation, the Event property, venue and facilities).

[Media and commercial usage of personal data]

13. I understand that at the Event or related activities, my personal data (including without limitation, images, name, address, age and race history) may be published in the media related to the Event. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

[Agreement and settlement of next of kin]

14. I and my parents, guardians, and next of kin hereby acknowledge the content of the Event set forth in this ARWL and permit to participate in the event.

[Settlement, governing law and jurisdiction]

15. In the event of any doubts arising in connection with or toward this ARWL, I agree to resolve them in accordance with the rules and regulation related to the Event. If by any chance a dispute arises, the exclusive jurisdiction of the first trial will be executed by the Sapporo municipal court and the statutes and laws of the Japan will apply to all matters relating to this ARWL.