



# Special Event Application

9/20/2024 ~~01110004~~

Standard

125-SE-2024

### Event Information

Event Name IRONMAN ARIZONA  
 Event Location E MCDOWELL RD/N HAYDEN RD  
 Event URL IRONMANARIZONA.COM  
 Event Description TRIATHLON-SWIM, BIKE AND RUN

### Event Dates

Event Dates (0)	Start Date	End Date	Participant Attendance	Other Attendance
	SUN 11/17/2024 4:00AM	SUN 11/17/2024 6:00PM	2500	
Setup Date	SUN 11/17/2024 5:00 AM - 06:30 AM			
Teardown Date	SUN 11/17/2024 5:00 PM - 06:00 PM			

### Applicant Information

Applicant WORLD TRIATHLON CORPORATION  
 Applicant Address 3407 W DR MARTIN LUTHER KING JR BLVD  
 Applicant City TAMPA, FL 33607  
 Applicant Name ~~JENNIFER MARTIN~~ JUDY STOWERS  
 Title ~~RACE DIRECTOR~~ REGIONAL DIRECTOR  
 Phone (602) 989-3144 480-332-3141 Email JENNIFER.MARTIN@IRONMAN.COM JUDY.STOWERS@IRONMAN.COM  
 On-Site Contact ~~JENNIFER MARTIN~~ JAMIE CUNNINGHAM / JUDY STOWERS  
 Title ~~RACE DIRECTOR~~ REGIONAL DIRECTOR  
 Phone (602) 989-3144 480-773-5229 480-332-3141 Email JENNIFER.MARTIN@IRONMAN.COM JAMIE.CUNNINGHAM@IRONMAN.COM JUDY.STOWERS@IRONMAN.COM  
 Applicant Experience THIS WILL BE THE 20TH YEAR OF THE EVENT

### Prior Events

Has this event been produced before? YES  
 Is this an annual event? YES Previous Years : 19  
 Are there any changes from previous years? YES ASKING FOR PERMISSION FOR A CHANGE IN THE BIKE COURSE TO NO ROUTE THROUGH PARTS OF SCOTTSDALE

### Event Elements

Elements RECREATIONAL  
 Description PEOPLE CAN ATTEND THE EVENT AND CHEER ON ATHLETES AT NO CHARGE

### Public Property Criteria

Are there any cross promotions or collaborations with local businesses to encourage sales or visibility? NO  
 NA

Explain any anticipated regional, national, or international attendance.

WE HAVE ATHLETES FROM 30+ STATES AND COUNTRIES.



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125-SE-2024

Is Scottsdale promoted in the special event marketing? NO

Explain how the community benefits from the event from a civic or cultural perspective.

LARGE FIELD OF ATHLETES AND SPECTATORS FROM ALL OVER THE GLOBE

Does your event require a paid fee for participants and/or spectators? YES

### Event Equipment

Stages	NO	Tables, Chairs, Furniture	NO
Generators	NO	Inflatables	NO
Portable Bars	NO	Amplified Sound	NO
Speakers	NO	Temporary Restrooms	YES QTY: 4
Fencing	NO	BBQ Grills or Propane Use	NO
Lighting	NO	Tents/Canopies	NO

### Vendor Sales

Retail Merchandise	NO	Food And Non-Alcoholic Beverages	NO
Food Trucks	NO	Alcohol	NO
Services	YES QTY: 1		
Traffic Control company Roadsafe			

### Signage Plan

On-Site Signs? YES QTY: 4 TYPE: POST & PANEL (SECURED IN THE GROUND)

Off-Premise Signs? YES QTY: 10 TYPE: OFF SITE TRAFFIC DIRECTIONAL

Signage Plan Description:

THIS NUMBER WILL BE DETERMINED ON THE COURSE/BIKE ROUTE. WE WILL USE 4X4 SIGNAGE AT EACH INTERSECTION.

### Parking Plan

City parking lot	NO	City parking garage	NO
On-street parking	NO	On-site parking	NO
Off-site parking	YES	Shuttle service from off-site parking areas	NO
Valet service	NO	Rider Provider	NO

Parking Plan Description

PARKING FOR ATHLETES WILL OCCUR IN TEMPE



# Special Event Application

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## Street Use

### Street or Alley Use

Street Closure : YES  
Number of Lanes : 1  
Direction : S  
Street Name : HAYDEN AND MCKELLIPS  
Closure Dates : 11/17/2024 5:30:00 AM - 11/17/2024 5:30:00 PM

### Public Parking Use

Parking Closure : NO

### Sidewalk Use

Sidewalk Closure : NO

### Barricade Company

Company Name : ROADSAFE  
Contact Name : ~~LISA CRAIG~~ **MIKE Gillen**  
Phone Number : ~~(480) 349-9101~~ **602-694-8620**

## Entertainment - Amplification/Sound Plan

### Entertainment

### Sound Monitoring

### Time and type of outside sound and sound check times

### Plan for sound monitoring, containment, and mitigation

## Police/Security

### Security Personnel

Inhouse Security NO

Hired Security YES Estimated Number :  
Company Name : AZ POLICE SERVICES  
Contact : LIZ  
Phone : (623) 566-1332

Off Duty Police NO

## Scottsdale Fire Department and Medical Standby Services

Fire Department Permit Required NO

Medical Standby YES Estimated Number : 1  
Contact : AMR MEDICAL SERVICES

Fire Apparatus/Personnel Standby Required NO



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Standard  
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## Insurance

Insurance: Event activities on City/public property must be covered by insurance that protects the event sponsor/applicant and the City of Scottsdale. Various types and levels of liability insurance are required depending on the event. The required coverage and limits will be at the discretion of the Risk Management Division depending on the size and scope of the event. It is recommended that you submit your application and receive a determination on coverage and amounts before purchasing insurance coverage. Please refer to the Special Events Users Guide for more detailed information.

The following is a general guideline of the minimum limits that will be required:

Commercial General Liability Insurance coverage is required for all events with minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 Products & Completed Operations Aggregates, \$2,000,000 General Aggregate. Liquor Liability Insurance of \$1,000,000 to \$5,000,000 Per Occurrence is required for any event where liquor is being served.

All Insurance must endorse the City of Scottsdale as an Additional Insured. A separate insurance addendum with additional insurance requirements may be added to this application and become part of this contract.

I have a race event and have submitted a copy of the participant waiver that includes waiving liability against the city of Scottsdale and holding the city of Scottsdale harmless? YES

I have included a copy of the insurance certificate showing appropriate limits and coverages as required and naming City of Scottsdale as additional insured? YES

## Application Authorization

WARRANTY: Applicant warrants that the information provided in this application is true and accurate to the best of Applicant's knowledge and belief.

INDEMNIFICATION: To the fullest extent allowed by law, the Applicant agrees to defend, indemnify and hold harmless the City, its officers, officials, representatives, agents, employees and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses, arising from or related to any acts or omissions of the permit holder or its agents, contractors and subcontractors related to the Special Event including any claims, damages, or losses resulting from the City's or its employees' or agents' negligence.

The Applicant's signature below authorizes a City representative to inspect a special event on City or private property at any time, including setup.

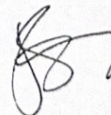
AUTHORITY: For special events on public property, the Applicant warrants:

I am the permittee or an authorized agent of the permittee with authority to legally bind the permittee (an agent may sign only if the event is on private property) and agree to the conditions of this permit.

Signature of Applicant - must be the same person listed on application.

Printed Name ~~JENNIFER MARTIN~~ JUDY STOWERS  
Regional  
Title of Applicant ~~RACE DIRECTOR~~

Date 9/11/2024

  
9/19/24



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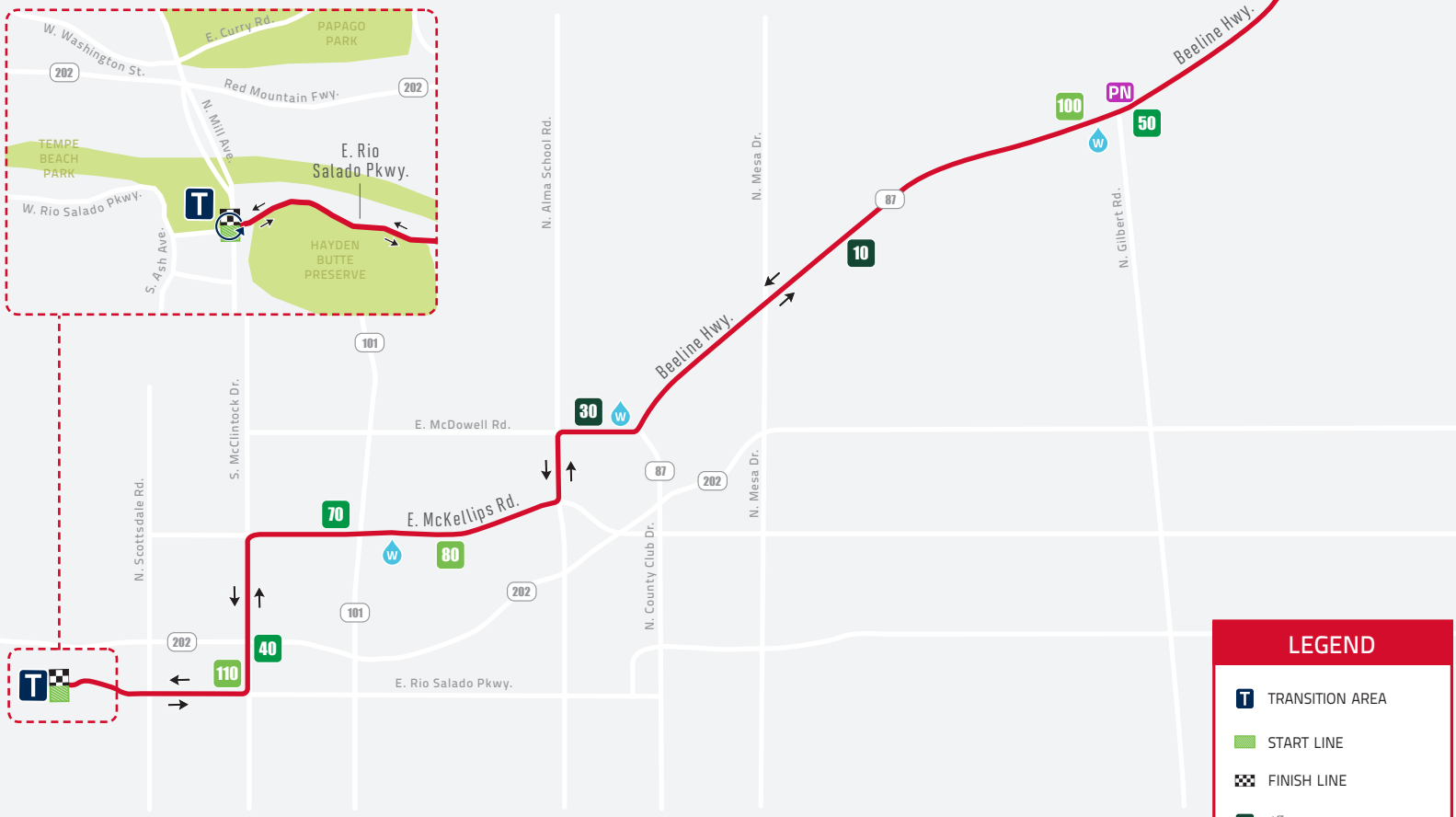
I am the permittee or an authorized agent of the permittee with authority to legally bind the permittee (an agent may sign only if the event is on private property) and agree to the conditions of this permit.

Signature of Applicant - must be the same person listed on application.

Printed Name JENNIFER MARTIN

Date 9/11/2024

Title of Applicant RACE DIRECTOR

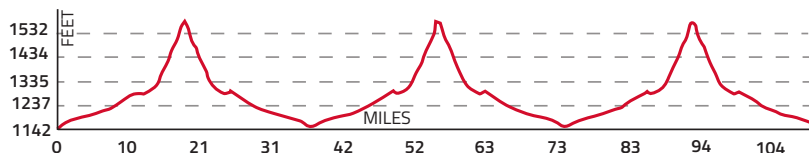


LEGEND	
	TRANSITION AREA
	START LINE
	FINISH LINE
	1 <sup>ST</sup> LOOP MILE MARKERS
	2 <sup>ND</sup> LOOP MILE MARKERS
	3 <sup>RD</sup> LOOP MILE MARKERS
	WATER/AID STATION
	U-TURN
	PERSONAL NEEDS
	BEGIN 2 <sup>ND</sup> & 3 <sup>RD</sup> LOOP

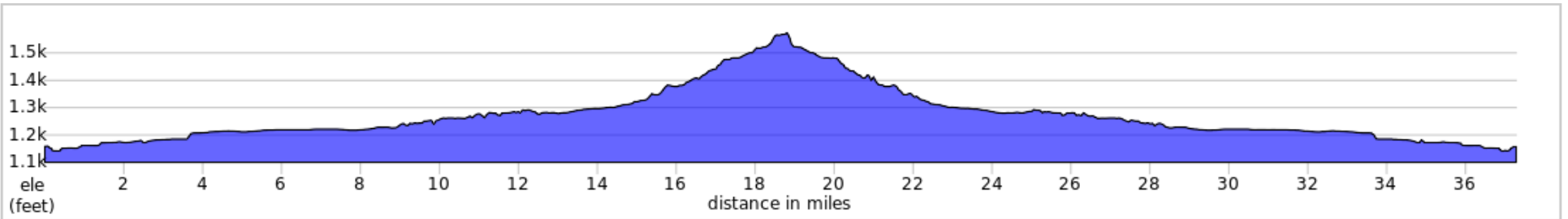
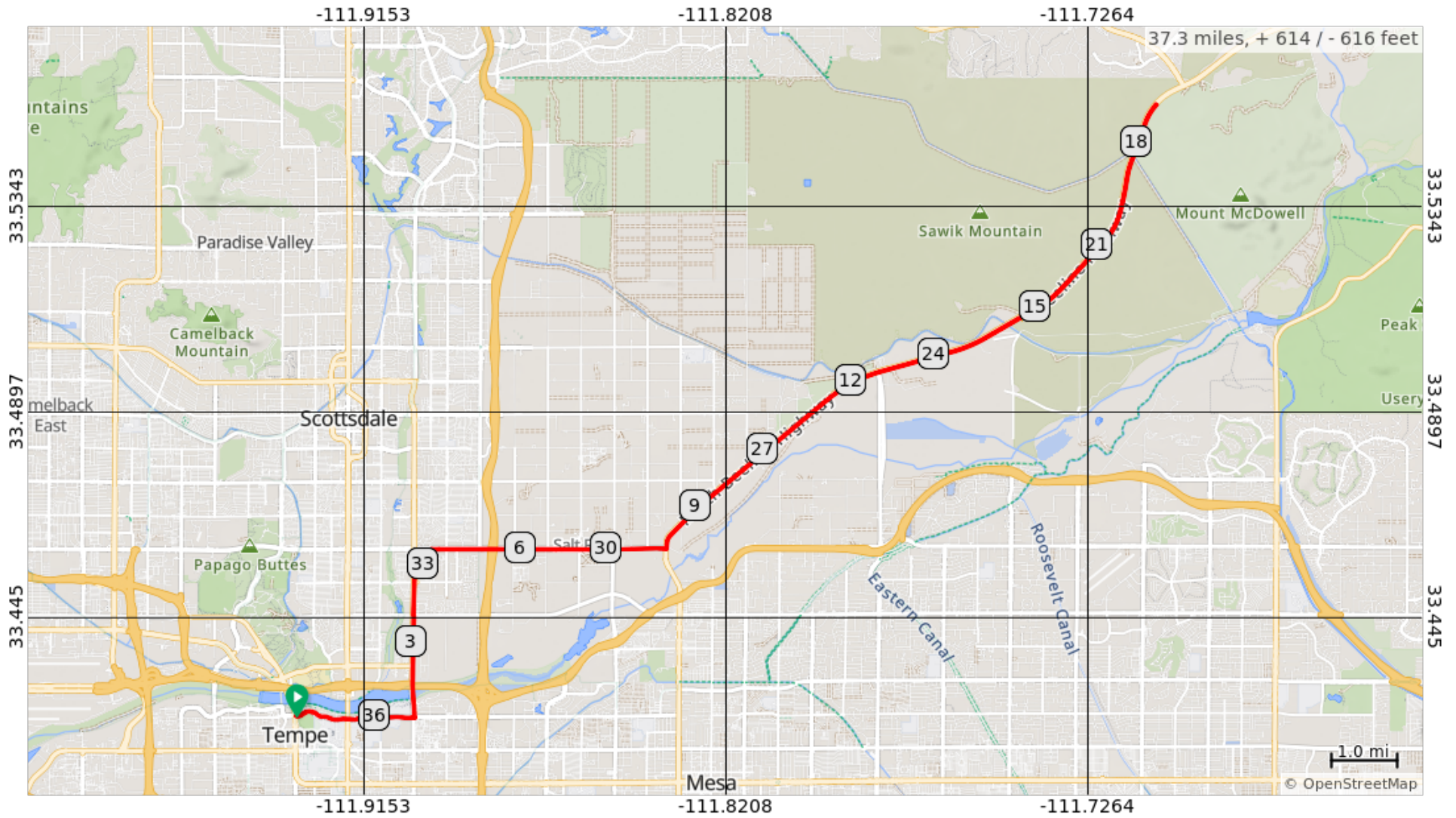
## TURN BY TURN DIRECTIONS

- Proceed to the Southeast corner of Tempe Beach Park at Rio Salado Pkwy. & Mill Ave.
  - Turn left onto Rio Salado Parkway
    - Turn left on McClintock Dr.
    - Turn right on McKellips Rd.
    - Turn left on N. Alma School Rd.
    - Turn right on E. McDowell Rd.
  - Turn left on Beeline Highway/Route 87
    - Turn around before Shea Blvd.
  - Continue back on Beeline Highway/Route 87
    - Turn right on E. McDowell Rd.
    - Turn left on N. Alma School Rd.
      - Turn right on McKellips
      - Turn left on S. McClintock Dr.
    - Turn right on E. Rio Salado Parkway
  - Turn around at S. Mill Ave. to start second and third loop
- After completing the third loop, proceed straight across S. Mill Ave. and turn right at the northwest corner of S. Mill Ave. and Rio Salado Pkwy. into Tempe Beach Park transition area

Start Elevation: 1,146 ft ▪ Finishing Elevation: 1,146 ft ▪ Gain: 2,577 ft



# One Loop of Proposed Scottsdale IMAZ Bike Course



## One Loop of Proposed Scottsdale IMAZ Bike Course

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0		Start of route	0.0
2.	0.0	0.0		Keep R	0.0
3.	0.0	0.0		Slight L	0.2
4.	0.2	0.2		L	0.0
5.	0.2	0.0		R onto East Rio Salado Parkway	0.1
6.	0.3	0.1		Keep L	0.0
7.	0.3	0.0		Slight L	0.0
8.	0.3	0.0		R	0.1
9.	0.4	0.1		Keep L	0.0
10.	0.4	0.0		Slight L	0.2
11.	0.6	0.2		Keep L	0.1
12.	0.7	0.1		Slight L	0.0

0.7 miles. +11/-17 feet

Num	Dist	Prev	Type	Note	Next
13.	0.7	0.0		L	0.1
14.	0.8	0.1		L	0.0
15.	0.8	0.0		R	0.0
16.	0.8	0.0		Continue	0.5
17.	1.3	0.5		Keep R	0.5
18.	1.8	0.5		Sharp R	0.0
19.	1.9	0.0		L onto East Rio Salado Parkway	0.0
20.	1.9	0.0		L	0.0
21.	1.9	0.0		L	0.0
22.	1.9	0.0		R	0.2
23.	2.1	0.2		Slight L	0.0

1.4 miles. +24/-3 feet

Num	Dist	Prev	Type	Note	Next
24.	2.1	0.0		Slight R	1.3
25.	3.4	1.3		Keep L	0.1
26.	3.4	0.1		Keep L	0.0
27.	3.4	0.0		R onto North Hayden Road	0.7
28.	4.2	0.7		Keep R	3.0
29.	7.1	3.0		Sharp R	0.1
30.	7.2	0.1		R onto East McDowell Road	0.3

5.1 miles. +57/-9 feet

Num	Dist	Prev	Type	Note	Next
31.	7.6	0.3		Keep R onto East McDowell Road	0.1
32.	7.7	0.1		Sharp L onto East McDowell Road	0.5
33.	8.2	0.5		L onto North Beeline Highway, AZ 87	20.9

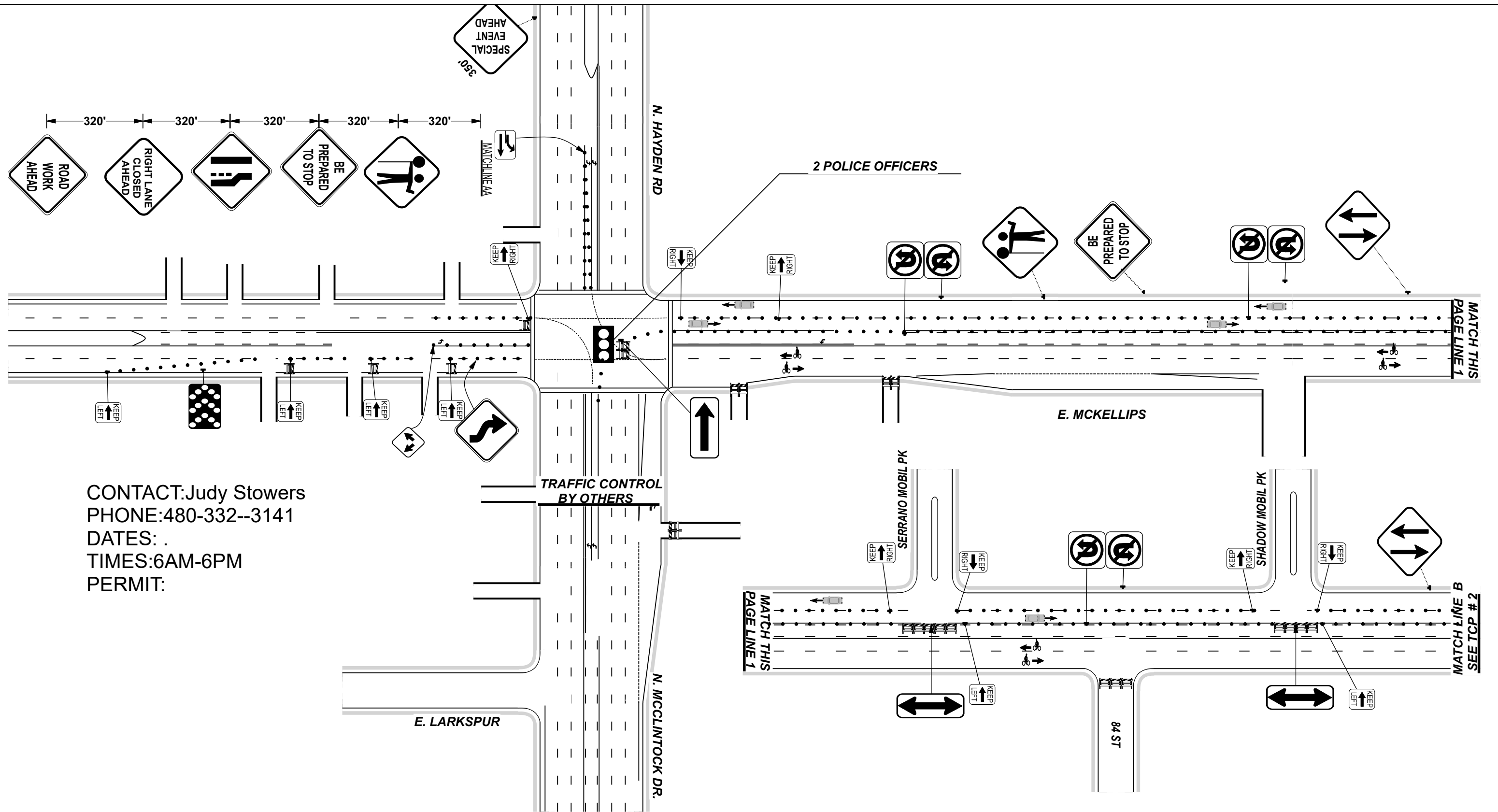
1.0 miles. +3/-1 feet

Num	Dist	Prev	Type	Note	Next
34.	29.1	20.9	↘	Sharp R onto East McDowell Road	1.0
35.	30.2	1.0	↗	Slight R onto East McDowell Road	2.5
36.	32.7	2.5	←	L onto North 82nd Place	1.2
37.	33.9	1.2	↗	Slight R onto North McClintock Drive	1.5

25.7 miles. +8/-43 feet

Num	Dist	Prev	Type	Note	Next
38.	35.4	1.5	→	R onto East Rio Salado Parkway	1.8
39.	37.3	1.8	→	R onto South Mill Avenue, US 80 Historic	0.0

3.4 miles. +17/-33 feet



CONTACT: Judy Stowers  
 PHONE: 480-332-3141  
 DATES: .  
 TIMES: 6AM-6PM  
 PERMIT:

**LEGEND**

SIZE: 36" X 36"	48" X 48"	X
LIGHT: Type A	Type B	
Channelizing Devices		
Spacing Taper 40'	Tangent 50'	Centerline N/A

**TRAFFIC CONTROL PLAN # Plan 1**

Contractor: IRONMAN
Location: MCKELLIPS AND HAYDEN
Agency: SRP-MIC/ADOT
Time Usage: 6AM-6PM

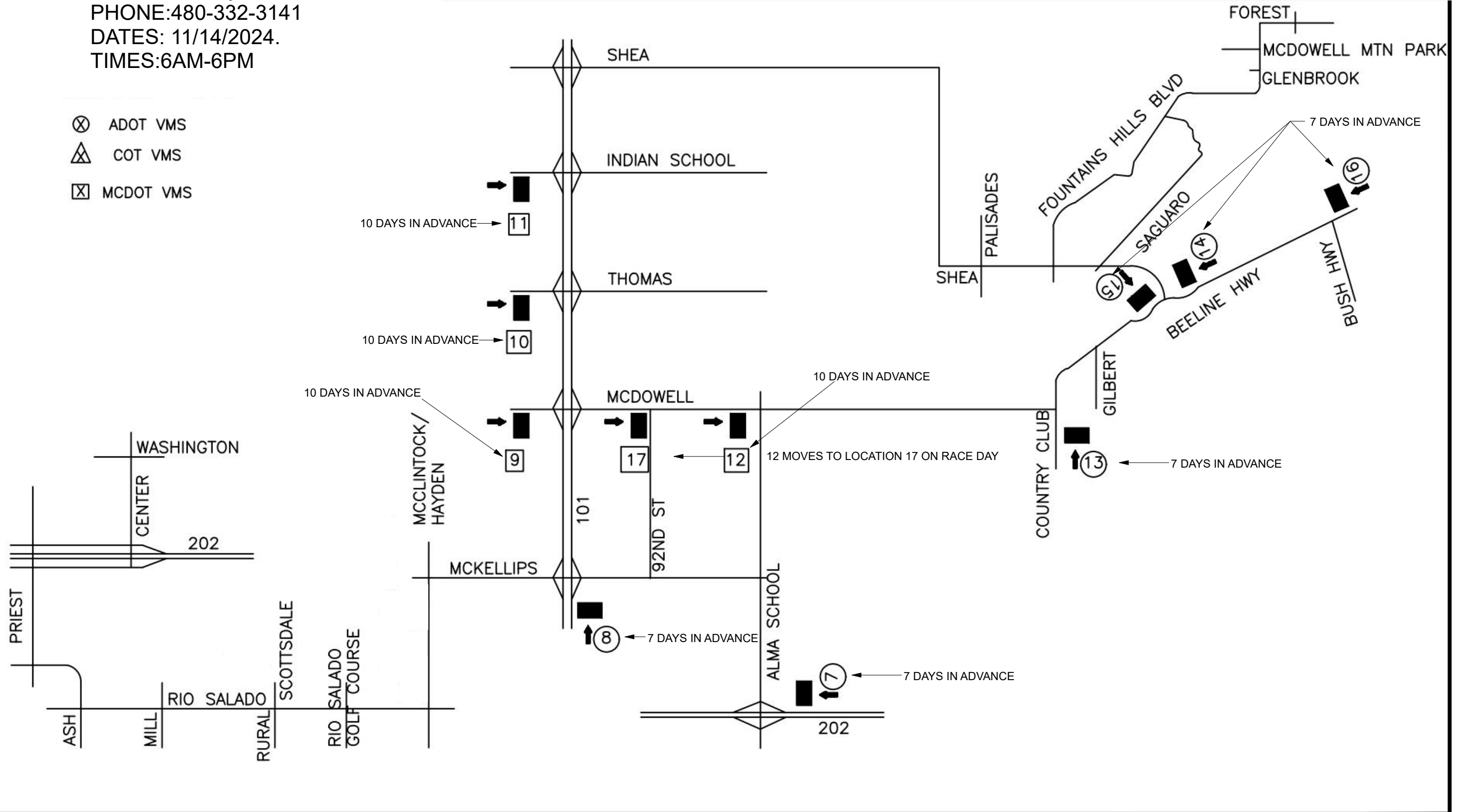


DRAWN BY: DAVID GARCIA  
 EMAIL: DTGARCIA@ROADSAFETRAFFIC.COM  
 PHONE: 602-243-1218



CONTACT: Judy Stowers  
 PHONE: 480-332-3141  
 DATES: 11/14/2024.  
 TIMES: 6AM-6PM

- ⊗ ADOT VMS
- △ COT VMS
- ⊠ MCDOT VMS



LEGEND

- SIZE: 36" X 36" \_\_\_\_\_ 48" X 48" \_\_\_\_\_ X \_\_\_\_\_
- LIGHT: Type A \_\_\_\_\_ Type B \_\_\_\_\_
- Channelizing Devices
- Spacing Taper 40' Tangent 50' Centerline N/A

TRAFFIC CONTROL PLAN # Plan 9

Contractor: IRONMAN
Location:
Agency: SRP-MIC/ADOT
Time Usage: TBD



North

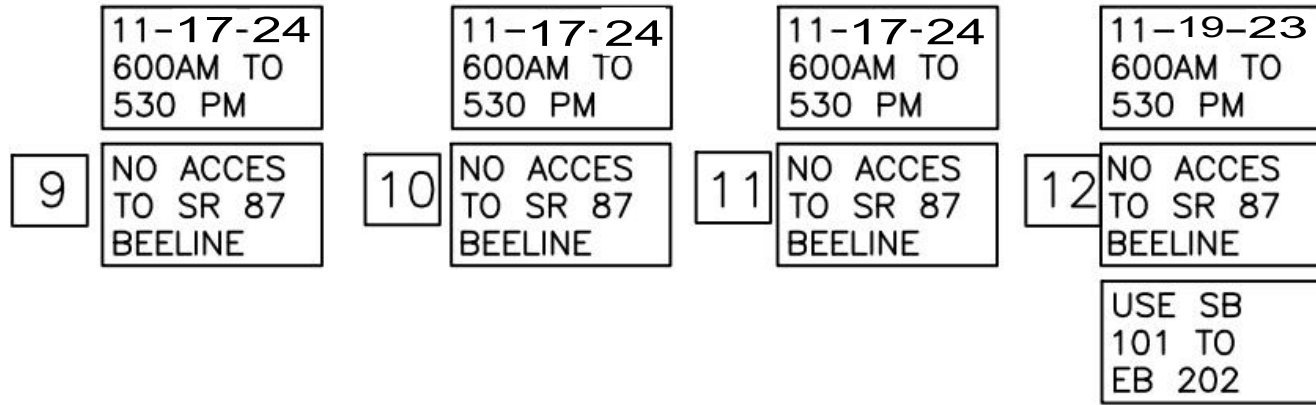


Drawn By: Slade Hunn

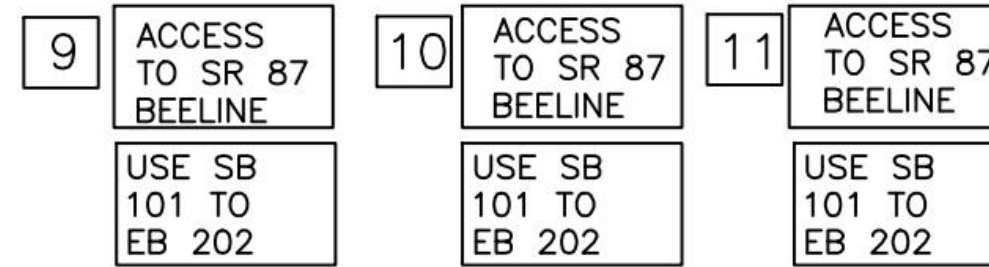
CONTACT: Judy Stowers  
PHONE: 480-332-3141  
DATES: 11/14/2024.  
TIMES: 6AM-6PM

# MCDOT VMS

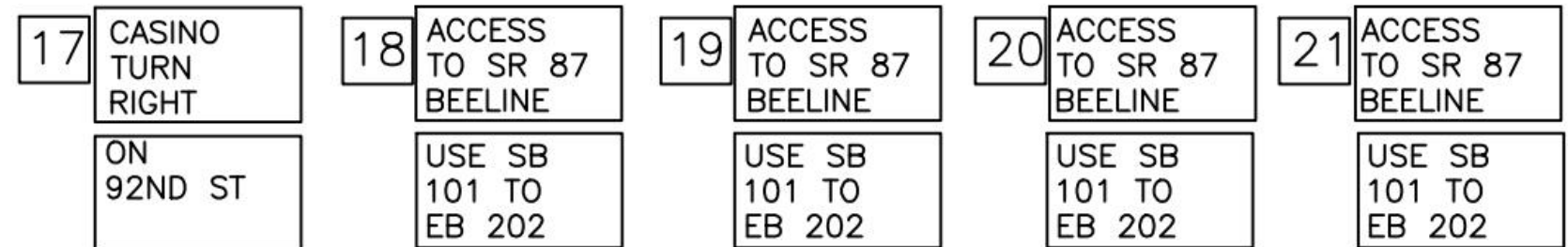
## 2 WEEKS PRIOR OF RACE



## DAY OF RACE



## DAY OF RACE



NOTE: DAY OF RACE, MOVE VMS FROM LOCATION 12 TO 17



Drawn By: Slade Hunn



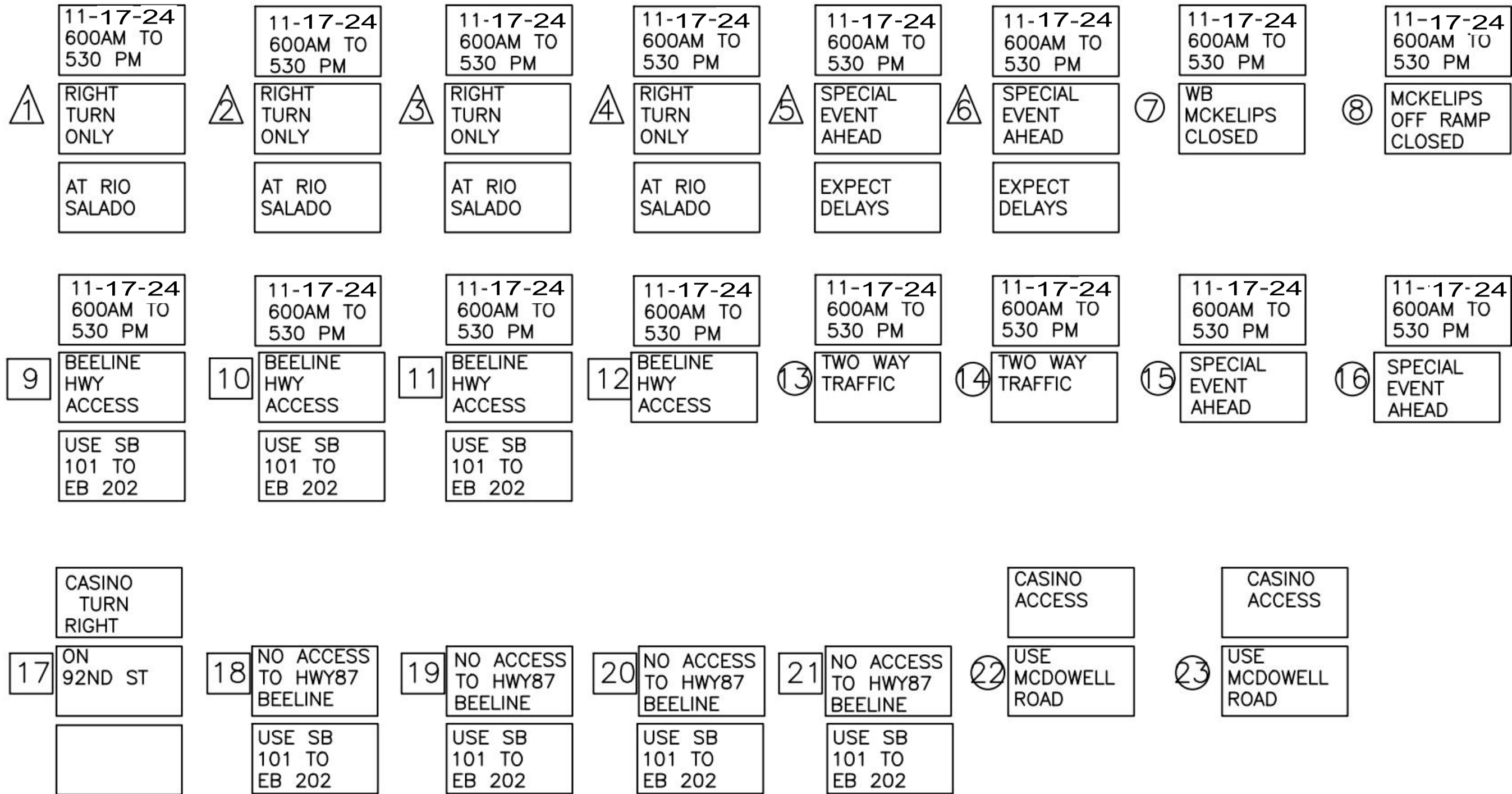
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### TRAFFIC CONTROL PLAN # Plan 13

Contractor: IRONMAN  
 Location: \_\_\_\_\_  
 Agency: SRP-MIC/ADOT  
 Time Usage: TBD

CONTACT: Judy Stowers  
PHONE: 480-332-3141  
DATES: 11/14/2024.  
TIMES: 6AM-6PM



LEGEND

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 LIGHT: Type A \_\_\_\_\_ Type B \_\_\_\_\_  
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TRAFFIC CONTROL PLAN # Plan 18

Contractor: IRONMAN  
 Location: \_\_\_\_\_  
 Agency: SRP-MIC/ADOT  
 Time Usage: TBD



North



Drawn By: Slade Hunn



# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (AC, No. Ext):</b> 1-877-945-7378 <b>FAX (AC, No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> World Triathlon Corporation 3407 W Dr. Martin Luther King Jr. Blvd Tampa, FL 336076226	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>NAIC #</b> 18058	
	<b>INSURER B:</b> National Union Fire Insurance Company of P      19445	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W34625802      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2637785	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			PHPK2637785	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHPB894330	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		080772148	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured as respects to General Liability.  
Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability.

<b>CERTIFICATE HOLDER</b>  City of Scottsdale 7447 E Indian School Road Scottsdale, AZ 85251	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Patricia A. Jony</i>

# AGREEMENT RE: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE AND INDEMNITY, AND GENERAL TERMS

[Insert U.S. Event Name, Location, Date]

## INTRODUCTION

You must read this entire Agreement Re: Acknowledgment and Assumption of Risks, Release and Indemnity, and General Terms ("Agreement") carefully before signing. The adult participant (those 18 years of age or older) or the participant's legal guardian (for the participant and on participant's behalf) ("Participant"), if applicable, shall sign this Agreement. In consideration of the services of World Triathlon Corporation ("WTC/Organizer") in allowing me to participate in this scheduled WTC/Organizer competitive event and related activities (collectively, the "Event"), I expressly acknowledge and agree as follows:

## ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event takes place indoors or outdoors and may include but is not limited to: warm-up exercises; competitive swimming, cycling, and running, both in practice and in the Event; demo-ing (trying out gear; participation in clinics, training, demonstrations, or other games and activities; attendance at any Event activities; use of any equipment, facilities or premises; and traveling in planes, vans, buses, or other vehicles to and from activities (the Event and other activities collectively referred to in this Agreement as "Activities" or "Activity"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by WTC/Organizer, structured or unstructured, and include free time. I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to in this Agreement as "Risks") of the Activities can cause injury, damage, death, or other loss to Participant or others.

The following describes some, but not all, of the Risks assumed by Participant by participating in the Event or Activities:

- **Physical Health.** THE RISK OF EXPOSURE TO COMMUNICABLE DISEASE(S), INCLUDING BUT NOT LIMITED TO COVID-19, INHERENTLY EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT, INCLUDING BEFORE, DURING, AND/OR AFTER THE EVENT AND ACTIVITIES. The risk that a Participant's 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 participation in these Activities and associated risks could result in injury, damage, death or other loss. Although WTC/Organizer may review Participant's medical information, submitted in the registration process, WTC/Organizer cannot anticipate or eliminate risks or complications posed by a Participant's mental, physical (including fitness level) or emotional condition.
- **Competitive or Athletic Activities.** Training for, practicing or competing in triathlon or other events and associated swimming, cycling, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the Participant's speed and abilities. Equipment used in the Activities may be misused, or may break, fail, or malfunction. Participant, co-participant(s), and/or third parties may act negligently or intentionally during the Event or Activities. WTC/Organizer requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear. A WTC/Organizer staff member, representative, volunteer, contractor or co-participant may misjudge Participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or that one of those persons may not warn Participant (and/or Participant's legal guardian) about one or more of the inherent risks of the Activities.
- **Environmental.** Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow, and ice; fast moving or deep lakes, oceans or other water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life), insects, viruses, bacteria, and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable. Ruts, holes, water sources, rocks, uneven ground, or other conditions may exist in and around the Activities. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.
- **Drone/UAVs.** Unmanned aerial vehicles ("UAVs", also known as "drones") may be used at the Event for media or other purposes, and there is a risk of a collision and damage or injury.
- **Criminal/Terrorist Activity.** A potential exists that a third party may commit criminal or terroristic acts.

Before, during, or after the Event or Activities, these Risks and others may cause: falling partway or to the ground; colliding with objects (including parked or moving vehicles and/or bicycles), people, or the bottom of a body of water; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, weather conditions, or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions or experiencing other problems; heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death, or loss. Participant (and/or the Participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment used by Participant.

## I UNDERSTAND AND AGREE:

- I shall review all materials received, accurately complete and agree to the registration information, documents and process, and rules and policies. I shall obey all rules and policies, which include the IRONMAN Competition Rules with any applicable exceptions of any applicable national federation, international federation, race sanctioning body, and the International Triathlon Union Competition Rules; all information included in the Event-specific athlete information guide and Event-specific athlete briefing session, as each of the foregoing may be amended, from time to time; and all traffic laws. I acknowledge that in order to participate in the Event, I must be a current USA Triathlon ("USAT") member or must purchase a one-day license from USAT;
- By submitting this entry, I agree to be bound by and comply with the IRONMAN Anti-Doping Rules including, without limitation, all policies, procedures, and/or other rules adopted by WTC/Organizer (as may be amended from time to time and at any time by WTC/Organizer), and the authority given to WTC/Organizer under those rules. I also agree to be bound by the World Anti-Doping Code and associated International Standards, as issued by the World Anti-Doping Agency (e.g., the International Standard for Therapeutic Use Exemptions, the List of Prohibited Substances and Prohibited Methods, and the International Standard for Testing and Investigations). I acknowledge that I may also be bound by the rules of any applicable national federation, international federation, race sanctioning body, or anti-doping organization with authority over me. I agree that to the extent I ingest or apply to my body any product provided in an athlete race kit or at the IRONMAN Village/Expo that causes me any injury or to test positive in any doping test, I will take full responsibility for such injury and/or test result and release WTC/Organizer from any Claims (as defined below) related thereto;
- I understand that neither WTC/Organizer nor its staff, representatives, volunteers, contractors, or anyone associated with WTC/Organizer will be supervising Participant at any time. Participant agrees to be solely responsible for Participant's well-being at all times; or, if applicable, Participant's legal guardian shall take sole responsibility for Participant's supervision before, during, and after the Event and Activities, including during free time and at all other times;
- My final acceptance and participation in the Event shall be contingent upon WTC/Organizer's receipt and review of all required information and forms, including this Agreement;
- Before participating in the Activities, I may inspect the race course, facilities, equipment, and areas to be used;
- I represent and warrant that participating in the Activities requires extreme fitness and endurance, that I am solely responsible for my conditioning and fitness before, during and after the Activities, and that I, in conjunction with my medical providers, am responsible for determining whether the Activities are appropriate for me before I participate;
- **WTC/ORGANIZER HAS PUT ENHANCED HEALTH AND SAFETY MEASURES IN PLACE DUE TO THE POTENTIAL SPREAD OF COVID-19. I MUST FOLLOW ALL INSTRUCTIONS WHILE VISITING ANY EVENT-RELATED VENUE, WHETHER POSTED OR OTHERWISE COMMUNICATED VERBALLY OR IN WRITING. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT AND MAY BE CONTRACTED FROM OTHER PERSON(S) (INCLUDING BUT NOT LIMITED TO ANY CO-PARTICIPANT; SPECTATOR; WTC/ORGANIZER STAFF, REPRESENTATIVE, VOLUNTEER, OR CONTRACTOR; AND/OR ANY OTHER PERSON(S)). COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, PERMANENT DISABILITY, AND DEATH. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND THE WORLD HEALTH ORGANIZATION, SENIOR CITIZENS AND PERSONS WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY VISITING ANY EVENT-RELATED VENUE, I VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, SO I MAY PARTICIPATE IN THE EVENT AND THE ACTIVITIES;**
- WTC contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the Event services and to conduct some of the Activities participants will engage in. I acknowledge that WTC does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, Activities take place on premises or at facilities not owned or controlled by WTC, and WTC does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- The information provided in this Agreement is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and WTC/Organizer cannot assure my safety or eliminate any of the risks. I understand I can and should consult WTC/Organizer representatives if I have further questions about the Activities or the Risks; and
- I am voluntarily participating in the Event and Activities with knowledge of the Risks and pursuant to this Agreement, which has been fairly and honestly negotiated. I assume and accept full responsibility for myself, for the inherent Risks and others (both known and unknown) of the Activities, and for any injury, damage, death, or other loss I may suffer, resulting from the Risks, including but not limited to the risk of my, a co-participant's, a Released Party's, a spectator's, a volunteer's and/or a third party's passive or active negligence or other misconduct.

## RELEASE AND INDEMNITY

WTC/IM/IM70.3 Waiver - 2024

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY SECTION CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS, WHICH I HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- **TO RELEASE AND NOT TO SUE** WTC/Organizer, USAT, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and 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 where the Activities take 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, contractors, and representatives and all other persons or entities associated or involved with the Activities (individually and collectively referred to in this Agreement as the "Released Parties"), with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (collectively referred to in this Agreement as "Claim" or "Claims") for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with the Risks listed above or my enrollment or participation in the Event and Activities, including without limitation use of any equipment, facilities, or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; and/or any breach by the Released Parties of statutory duty. **I UNDERSTAND I AGREE HERE TO WAIVE ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES AND AGREE THAT NEITHER I, NOR MY ESTATE, HEIRS, ASSIGNS OR BENEFICIARIES NOR ANYONE ELSE ACTING ON MY BEHALF, WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS I MAY SUFFER; AND**
- **PARTICIPANT SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE RELEASED PARTIES HARMLESS ("INDEMNIFY" MEANING PROTECT BY REIMBURSEMENT OR PAYMENT, INCLUDING ATTORNEY'S FEES AND EXPENSES) WITH RESPECT TO ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF ME, MY SPOUSE, A FAMILY MEMBER, 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 THE RISKS OR MY ENROLLMENT OR PARTICIPATION IN THE EVENT OR THE ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF ANY EQUIPMENT, FACILITIES, OR PREMISES, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES, AND/OR ANY BREACH BY THE RELEASED PARTIES OF ANY LEGAL DUTY. THIS RELEASE AND INDEMNITY SECTION INCLUDES BUT IS NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIMS 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, INCLUDING CLAIMS RESULTING FROM THE NEGLIGENCE OF RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, RELATED TO THE EVENT OR THE ACTIVITIES.**

**DISPUTES AND CLAIMS**

- **DISPUTES RELATING TO BODILY INJURY OR DEATH.** Any disputes or Claims arising out of bodily injury or death shall be governed by Florida substantive law (without regard to its conflict-of-law rules) and the litigation venue for any such disputes or Claims shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida. I HEREBY ACKNOWLEDGE AND AGREE THAT THE PARTIES, BY ENTERING INTO THIS AGREEMENT, ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTES OR CLAIMS BETWEEN THE PARTIES ARISING OUT OF BODILY INJURY OR DEATH.
- **DISPUTES RELATING TO ANTI-DOPING.** Any disputes or Claims arising out of the Anti-Doping Program or an asserted violation of the Anti-Doping Rules (as those terms are defined in the Anti-Doping Agreement and Waiver) will be resolved exclusively under the Dispute Resolution section of such Anti-Doping Agreement and Waiver, which is hereby incorporated by reference.
- **OTHER DISPUTES.** Any other disputes or Claims WTC/Organizer or I may have arising out of, relating to or in connection with this Agreement, my enrollment or participation in the Activities, or any other aspect of my relationship with WTC/Organizer shall be governed by that certain Arbitration Agreement, which is hereby incorporated by reference.

**GENERAL TERMS / MISCELLANEOUS PROVISIONS**

- **Signature by Participant's Guardian.** If I am signing as Participant's legal guardian, I have the legal authority to act for the Participant and on his/her behalf. If my guardian status is challenged or found invalid, I will defend and indemnify the Released Parties, to the fullest extent allowed by law and per the provisions of this Agreement, just as if I were the Participant's lawful legal guardian.
- **Controlling Agreement.** Regarding my relationship with WTC/Organizer, this Agreement shall take precedence over any other forms or contracts I may sign (with parties other than WTC/Organizer) in connection with the Activities.
- **Bicycle Services.** If I use any of the bicycle services provided or made available in connection with the Event (including without limitation any on-course bicycle repairs), I shall pay for the cost of such services (including the costs of replacement parts, etc.) upon receipt of applicable invoice(s).
- **Personal Property.** To the extent there are situations in which I provide WTC/Organizer any of my personal property to hold, there may be times such personal property may not be returned to me (including, but not limited to Special Needs Bags (as referred to in the Event-specific athlete information guide) and any and all personal property therein after closure of the applicable aid station pick-up location). I waive any rights to all such property and expressly consent to any and all actions WTC/Organizer may take with respect to such property, including but not limited to, disposal of such property.
- **No Use of Intellectual Property.** In no event may I (or anyone else on my behalf) without the prior written consent of WTC/Organizer: (a) use any intellectual property of WTC/Organizer 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) or 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).
- **Inspection of Equipment.** I authorize WTC/Organizer staff, representatives or contractors to inspect any of the equipment I use (or intend to use) in connection with the Event, including but not limited to inspection of bicycles for concealment of any motor or other artificial accelerating mechanism, by any inspection method selected by WTC/Organizer.
- **Public Health Safety Screening.** I authorize and consent to WTC/Organizer staff, representatives or contractors to conduct such public health safety screening activities by methods selected by WTC/Organizer. While participating in the Event, I agree to comply with any public health and/or safety directions of WTC/Organizer staff, representatives or contractors; police; or government or health authorities.
- **Medical Treatment.** I authorize WTC/Organizer staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, under the Health Information Portability and Accountability Act (HIPAA) to the release (to or by WTC/Organizer, USAT, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.
- **Denial of Entry.** WTC/Organizer reserves the right, in its sole discretion, to dismiss any participant from the Activities, to deny or revoke entry of any participant at any time, and/or to disqualify any participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise. If my entry application is denied or revoked, I agree WTC/Organizer is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee.
- **Modifications and Cancellations; No Refunds.** I acknowledge and agree that WTC/Organizer, in its sole discretion (whether for safety reasons, legal reasons, or any other reason), may: (a) at any time, with or without notice, change or modify the Event location or country, Event date(s), race course, or race, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or (b) delay or cancel the Event (or any leg(s) of the race) for any reason, including but not limited to if it believes the conditions are unsafe or otherwise unsuitable for the Event, and WTC/Organizer may delay the Event for so long as such unsafe or unsuitable conditions apply. If the Event location or country, Event date(s), race, race course, or Event is changed, modified, delayed, 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, public health risks, pandemic, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of WTC/Organizer, there will be no refund of WTC/Organizer's entry fee or any other costs incurred in connection with the Event. WTC/Organizer may, in its sole discretion, offer an automatic entry for a later date or a transfer to another event to be chosen by WTC/Organizer.
- **Use of Likeness.** I grant to WTC/Organizer, its affiliates, designees, assignees, and sponsors the right and permission to photograph, film, record and/or otherwise capture (including the use of facial recognition technology and other technology used to identify individuals) in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "Images"), with right to sublicense, during the Activities or otherwise, without compensation, for use for any purpose and in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the Images will be owned by WTC/Organizer and I waive any inspection or approval rights. I understand and agree that my name, bib number, gender, birthday or age (or age range), region of residence, similar biographical information, and/or race results will be available to the public prior to, during and after the Event.

- **Assignment.** WTC/Organizer may assign this Agreement to other entities or individuals (“Assignees”) at any time, and any such assignment will grant Assignees the full rights and protections accorded in this Agreement, consistent with WTC/Organizer’s and other Released Parties rights and protections under this Agreement.
- **On-site Agreement.** I understand that I may also be required to sign a version of this Agreement on-site. If I sign this Agreement both online and on-site, I agree that the on-site version of this Agreement, as that version may be amended from the online version, will be binding and control. To the extent WTC/Organizer permits my Event registration to be transferred to another race event, I acknowledge and agree that WTC/Organizer may require me to sign a new agreement to participate in such other race or if WTC/Organizer does not require me to sign a new agreement, then this Agreement will be deemed applicable to such other race, mutatis mutandis.
- **Effective Date and Survival.** This Agreement is effective in regard to Participant’s enrollment or participation in the Event or Activities from the date signed. This Agreement will remain in full force and effect following completion of all Activities.
- **Severability.** This Agreement is intended to be enforced to the fullest extent allowed by law. Except as set forth in the Agreement to Arbitrate, if any portion of this Agreement is deemed unlawful or unenforceable, it will not affect the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect.

I have carefully read, understand, and agree to voluntarily sign this Agreement and understand that by doing so I am entering into a legally binding contract with WTC/Organizer. I acknowledge that this Agreement will be effective and legally binding upon me (and if I am Participant’s legal guardian, Participant), and my/Participant’s spouse, children and other family members, and my/Participant’s heirs, executors, representatives, subrogors and estate. *Participant (or Participant’s legal guardian) must complete all information and sign below.*

_____	_____	_____	_____
PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT AGE AND BIRTHDATE

_____	_____	_____	_____
PARENT/ GUARDIAN SIGNATURE	DATE	PRINTED NAME OF PARENT/GUARDIAN	BIB NUMBER