



Legibly Print Name of Athlete Here



TEAM MEMBER AGREEMENT

EACH TEAM MEMBER MUST READ, COMPLETE, AND SIGN THIS FORM
BEFORE THE START OF STAGE I

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

PLEDGE

On my Honour, at all times during my participation in the ULTRAMAN and its related activities (hereinafter “the event”), I, as a support team member, 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 athletes, other support teams, event personnel, public officials, residents of the Betws-y-coed 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 my athlete and our team finishes relative to others that is important, but rather that, together, we do our best, participating in fairness and with respect to all.

CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT

1. (A) In consideration for my being allowed to participate in the Event as a support team member, and in consideration for its organizing committee, owners, directors, members, staff, volunteers, sponsors, promoters, agents, employees, officials, Racing Quests Ltd. and Ohana Loa Incorporated and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter “Event Officials”), I verify and warrant that (1) I am aware that such an event is extremely strenuous, difficult, and hazardous, even for superbly-conditioned athletes under the most favourable circumstances; and (2) I am aware that no aid stations will be provided by said Event and that absence of such aid and/or support has potential risk for the athlete and each member of his/her support team; and (3) I understand that each athlete is required to be accompanied by said support team at all times while s/he is on the event course and that procurement, organization, and training of such team is the responsibility of the athlete and (4) I further acknowledge that participation in any part or all of such an event is a potential hazard to the athlete and each member of his/her 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, vehicular traffic, the health and condition of team members and that of the athlete, other athletes, the support teams of other athletes, acts of the athletes or team members themselves, or negligence on the part of any of these persons, 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 as a member of the said support team and with full knowledge and understanding of the limited aid and support facilities that will be available to us from Event Officials and in further consideration of 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, as a support team member, **WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE** said Event Officials, each

and every support team member, any team coordinator(s), other indemnities and named me herein, or any one or more of such organizations, their owners, directors, staff, volunteers, members, sponsors,

Initials: _____

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 the arising out of or in any way connected with my participation and the participation of any athlete and/or members of a support team (whether a signature hereto or not) in or 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. DISQUALIFICATIONS: I, as a support team member acknowledge that if, in the best judgment of qualified Medical personnel or event officials, it is reasonably necessary to disqualify the athlete 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 understand that, due to the physical, emotional and/or psychological condition of the athlete at the time of any such disqualification, s/he may not be able to rationally and objectively make decisions regarding his/her physical, emotional and/or psychological condition or ability to continue participation in the event and I guarantee that in the event of disqualification, I, in concert with the other team members, will use my best efforts to prevent the athlete from any further participation and that I will do my part in being sure that the athlete is escorted to such location as either the disqualifying person or other officials person(s) may deem best for the health and care of the athlete.

III. MISCELLANEOUS: I (1) acknowledge that the ULTRAMAN PLEDGE, and this ULTRAMAN CONSENT, WAIVER, RELEASE and INDEMNIFICATION STATEMENT constitutes the ULTRAMAN TEAM 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 the other team members, as well as the athlete, (3) acknowledge that I have carefully read and understand all of the terms and conditions of the Agreement; (4) hereby declare that the information that I have provided to event officials and the Team Coordinator in conjunction with my participation in the event is true and correct; (5) acknowledge and understand that this Agreement affects the legal relationship between myself, the parties designated as Releasees, Medical personnel, and other indemnities; (6) 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; (7) understand and agree that my signature on the Agreement may result in a limitation of my legal rights; and (8) sign it freely and without coercion in return for the opportunity to participate as a team member in the Event.

As a team member, I intend to function in the following capacity (please circle all that apply):

TEAM CAPTAIN

SWIM ESCORT

LAND TEAM MEMBER

TEAM MEMBER PRINT NAME

TEAM MEMBER SIGNATURE

DATE

WITNESS PRINT NAME

WITNESS SIGNATURE

DATE

WITNESS ADDRESS: (must be provided) _____

