

# **All Kids Triathlon Agreement for athlete and guardian**

I hereby pledge that I have understood and agree with all the content for All Kids Triathlon event (the event hereunder).

## **[Compliance obligation of the rules and regulations and self-management responsibility]**

In regard to my participation in the event, I understand the rules and regulations by the event management, as stated below, and hereby pledge to abide by such rules and regulations at all times. I pledge that I do not participate in the event if I don't fully feel healthy.

## **[Understanding of event characteristics and the adequacy of participation]**

I have adequate experience in triathlon and/or related sports and appreciate the propensity for athletes' physical condition to change dramatically. Furthermore, I understand that the event will be held in an outdoor environment where conditions can suddenly alter, and that as unexpected accidents may occur. I understand that the environment may cause the delay in medical aid and correspondence. My present state of health, reflecting the results of medical examinations over the past year, has been declared to be excellent, and no problems are expected in relation to my participation in this event. Furthermore, if I have any physical irregularities or existing complaints, or other matters that I wish the event organizers to be made aware of, I will inform them of these matters in writing. In addition, if so requested by the event organizers, I will produce certificates of physical fitness and/or cardiograms.

## **[Responsibility for Self-Preservation and Compliance with Emergency Medical Procedures]**

In the event that I am injured or have any accident during the event, I will accept to retire from the event and medical assistance from doctors designated by the event organizers and will not contest any subsequent emergency procedures or the results thereof.

## **[Scope of Indemnity in the Event of Accident Resulting in Injury or Death]**

I fully understand that in the event of any injury incurred by me in this event or related events, which results in physical damage to me or my death, I exempt from all responsibility for all the parties involved in the event and any insurance cover extended to me will be within the limits of the insurance policy undertaken by the event organizers. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby waive, release, the event organizer and all other persons or entities involved with an Event, from all claims, damages, lawsuits and all expenses including but not limited to attorneys' fee.

## **[Exemption Clause]**

I fully agree that in the event of natural disaster, deterioration of weather conditions or any other unforeseeable impediments to the competition, the ultimate decision to cancel the competition or alter any part therein lies with the event organizer, and that I will not make any request for reimbursement of personal costs or entry fees incurred by me in relation to the event. I furthermore agree that in the event that any of my racing equipment is damaged or stolen within the event period, with the exclusion of demonstrable gross negligence on the part of the event organizers, I will not make any claim against the event organizers for compensation of such losses.

## **[Public and Commercial Use of Photographic Image Rights]**

I hereby consent to the use of my photographic image, name, address, age, racing history, self-introduction and other such materials in any publications related to the competition, including reporting and informational media, and give my permission to the event organizer and its mother organization to use such properties to produce printed, video and other informational materials for commercial purposes.

## **[Family Consent and Mediation]**

My family, relatives and/or guardians fully understand and agree with the contents of this contract and agree with my participation in the competition. If any doubts in interpretation of this agreement arise, I agree to resolve in accordance with the event rules and regulations. In case of dispute concerning the event, the exclusive jurisdiction of the first trial is Tokyo District Court and the Governing Law will be the Japanese law.