

Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

Martin Chimes Maccabi Tri, an unsupervised training session ("Training Session") held on Christmas Day

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement ("**Form**") carefully before signing. All adult participants (those 18 years of age or older) or the parent/guardian of an under-18 participant must sign or electronically accept this Form.

I acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Training Session takes place outdoors and can include but not be limited to: warm-up exercises; swimming, cycling and running, both in practice and in the Training Session; training, (the Training Session and other activities collectively referred to in this Form as "Activities" or "Activity"). I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as "risks") of these activities can cause injury, damage, death or other loss to myself, other participants or others. The following describes some, but not all of the inherent risks, as applicable to the activities of participants (including my own):

Risks in any athletic activity. 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;

Risks present in an outdoor environment. Participants may be subject to: severe storms or bad weather such as lightning, strong winds, rain and hail; fast moving or deep oceans or other water bodies; currents or white-water; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects 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;

Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects (including vehicles) or people (including co-participants, pedestrians or spectators) on land or in water, tripping or falling down or encountering other water/road/trail hazards; or being submerged underwater, hitting bottom or drowning;

Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), known or unknown, combined with participation in these activities could result in injury, damage, death or other loss;

Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground, vehicles travelling on the same roads or other conditions may exist in and around the activities;

Equipment risks. The risk that equipment used in activities may be misused, or may break, fail or malfunction. Participants assume full responsibility for choosing appropriate equipment and for the appropriate fitness and condition of the equipment. Participants must take responsibility for using helmets for biking activities and abide by all road rules. 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;

Unsupervised Training Session and activities risks. I understand that there will be no supervision (medical, professional or otherwise) of participants during the activities or at any time. I agree that I am solely responsible for my own well-being at all times; and

Risks regarding conduct. The potential that participants, co-participant/s and/or third party/s may act in a negligent or intentional manner.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects (e.g., a vehicle), people or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; 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 -- before, during or even after the participant participates in the Training Session or other activities.

I understand and agree:

Before participating in any activities, I may inspect the course, public facilities, equipment, and areas to be used, if I choose;

I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities requires a high level of 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 physician, am responsible for determining whether these activities are appropriate for me, before I participate;

I understand that I should not participate in this Training Session unless I have trained appropriately, and my physical condition has been verified by a medical practitioner as being of a high personal health standard to endure the expected stresses caused by this Training Session. I acknowledge that the leading cause of non-traumatic sudden death of athletes is related to a pre-existing cardiac abnormality;

I acknowledge that the Training Session takes place on premises not owned or controlled by Maccabi Triathlon and Cycle Club ("**MTCC**") nor any person associated or involved in the Training Session ("**Associate**"), and MTCC and Associates do not oversee or take responsibility for any aspect or condition of these independent premises;

The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and no person associated with this Training Session can assure my safety or eliminate any of the risks; and

I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, or any other person may suffer, resulting from those risks, including but not limited to the risk of my, a co-participant's, a Released Party's, a spectator's, a volunteer's (if any), and/or a third party's passive or active negligence or other misconduct.

RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of participating in the Training Session and agree as follows:

To release and not to sue MTCC, Associates, Training Session organisers, 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 Form 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 Form as "claim" or "claim/s") for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my participation in the activities, including 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 claim/s 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; To defend and indemnify ("indemnify" meaning protect by full reimbursement or payment) the Released Parties with respect to any and all claim/s 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 my participation in the 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.

This Release and Indemnity section includes but is not limited to claim/s for personal injury or wrongful death (including claim/s 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 claim/s resulting from the negligence of Released Parties, whether passive or active.

OTHER PROVISIONS

I understand and agree:

This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form 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 wish to join Maccabi Triathlon and Cycle Club (“Maccabi”) as a single-day member and athlete and for the purposes of this application for the membership I acknowledge and agree that:

1. It is a condition of my membership and participation with Maccabi that I comply with the Maccabi Member Protection Policies (“MPP”) as detailed in Maccabi’s MPP Handbook (attached below). I acknowledge it is my responsibility to familiarise myself with the obligations of members and athletes as documented in the MPP Handbook and that attachments to this Agreement set out the overarching principles of the handbook and summarise the policies contained in it. If I have any specific questions regarding individual policies, I will take the responsibility to obtain more information. A copy of the Handbook can be read on Maccabi’s website at www.maccabi.com.au and is also attached below.
2. It is a condition of membership and participation that I also act in accordance with the MP Code of Conduct and any additional codes of conduct that apply to the Organisation/Club or relevant event.
3. If I wish to raise a dispute or make a complaint relating to conduct which I believe is inconsistent with the MPP, I must do so in accordance with the Grievance Resolution Guidelines outlines in the Handbook.
4. Where appropriate, Maccabi may impose any of the disciplinary measures outlined in the Handbook (including, without limitation, requiring an apology, withdrawing any awards, suspension or termination of membership or engagement) if it is determined that I have acted in a manner inconsistent with any of the policies of Codes of Conduct set out in the Handbook. If a dispute is deal with by the Maccabi Appeals Tribunal, I agree that the decision of that Tribunal will be final and binding on me.
5. If a complaint involves a serious allegation (such as, for example, alleged criminal conduct or child abuse), Maccabi may be required to report the complaint to external agencies including, without limitation, the police and the relevant State or Federal Government Department.
6. I agree that if required by Maccabi I will undertake any MPP training and education that Maccabi requires from time to time and do so within a reasonable timeframe.
7. If I am under 18 years of age, I understand my parent or guardian consent to and acknowledge this Agreement.
8. I acknowledge that I have read and understand this Agreement and agree to be bound by the provisions contained in it.