



Date May 9, 2022

APPROVING FACILITY USE AGREEMENT WITH WORLD TRIATHLON CORPORATION D/B/A IRONMAN AND GREATER DES MOINES CONVENTION & VISITORS BUREAU, INC. D/B/A CATCH DES MOINES FOR USE OF GRAY’S LAKE PARK AND MEREDITH, KRUIDENIER AND SOUTHWEST CONNECTOR TRAILS FOR THE 2022 IRONMAN TRIATHLON

WHEREAS, the City of Des Moines is the owner of Gray’s Lake Park and the Meredith, Kruidenier and Bill Riley Multi-Use Recreational Trails; and

WHEREAS, World Triathlon Corporation (“WTC”), doing business as IRONMAN, is operating the 2022 IRONMAN Triathlon in Des Moines on June 12, 2022; and

WHEREAS, WTC desires to stage the swim, bike and run events within Gray’s Lake Park and to use a portion of the Meredith, Kruidenier and Southwest Connector Trails for the run event, and to use a portion of the City-owned former railroad right-of-way property to the south of the Bill Riley Trail for temporary storage of trailers with event supplies; and

WHEREAS, the Greater Des Moines Convention & Visitors Bureau, Inc., doing business as Catch Des Moines (“Catch Des Moines”), has agreed to pay all costs owed under the terms of the Facility Use Agreement; and

WHEREAS, Parks and Recreation Department staff have negotiated a Facility Use Agreement with WTC and Catch Des Moines, in form on file in the office of the City Clerk, to allow use of the above-described City park and recreational facilities and proposed storage area to allow WTC to stage the IRONMAN Triathlon and to obtain payment for related costs from Catch Des Moines; and

WHEREAS, the City Council recognizes that such use of the above-described facilities will be beneficial to the residents of the City of Des Moines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Facility Use Agreement, in form on file in the City Clerk’s Office, is hereby approved; the Mayor is authorized and directed to execute such Agreement on behalf of the City and the City Clerk is directed to attest to his signature; and the City Parks and Recreation Director and designee are authorized to administer the Agreement on behalf of the City.



Roll Call Number

Agenda Item Number

42-I

.....
Date May 9, 2022

(Council Communication No. 22-204)

Moved by _____ to adopt.

Second by _____.

APPROVED AS TO FORM:

/s/ Glenna K. Frank
Glenna K. Frank
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
SHEUMAKER				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

Mayor

City Clerk

FACILITY USE AGREEMENT
Gray's Lake Park and Trails
2022 IRONMAN Des Moines

THIS Facility Use Agreement, is made and entered into this _____ day of _____, 2022, by and between the City of Des Moines (hereinafter referred to as "City"), and World Triathlon Corporation d/b/a IRONMAN, a Florida corporation located at 3407 W Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607, (hereinafter referred to as "IRONMAN"), and Greater Des Moines Convention & Visitors Bureau, Inc., d/b/a Catch Des Moines, 400 Locust Street, Suite 265, Des Moines, Iowa 50309-2350, (hereinafter referred to as "Catch Des Moines") (IRONMAN and Catch Des Moines are herein referred to collectively as "User").

WHEREAS, the City of Des Moines is the owner of the premises presently denoted as Gray's Lake Park located at 2101 Fleur Drive and the Meredith, Kruidenier, and Southwest Connector Multi-Use Recreational Trails (hereinafter referred to as "the Trails"), all located in Des Moines, Polk County, Iowa, as shown on the attached **Exhibit "A"**.

WHEREAS, IRONMAN is desirous of hosting and operating the 2022 IRONMAN Des Moines in the Greater Des Moines metropolitan area; and

WHEREAS, IRONMAN is desirous to stage the IRONMAN Des Moines swim course and run course within Gray's Lake Park and to use a portion of the Trails for the run course, with event to be held on June 12, 2022 (hereinafter referred to as "**IRONMAN Event**" or "**Event**") and with staging and storage to occur from June 6 to 15, 2022, all for the purpose of showcasing City of Des Moines recreational and park facilities and Gray's Lake Park; and

WHEREAS, IRONMAN is desirous to use the City owned former railway right-of-way to the south of the Southwest Connector Trail for Event supply trailer storage, as shown in **Exhibit A** (hereinafter referred to as "**Storage Area**"); and

WHEREAS, Catch Des Moines is desirous and agrees to pay all costs under this Facility Use Agreement; and

WHEREAS, the City recognizes that such use of the Gray's Lake Park and Trails as shown in Exhibit A (hereinafter collectively referred to as "**Event Areas**") and the Storage Area will be beneficial to the general public of the City of Des Moines.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

1. PREMISES, CONSIDERATION, TERM.

a. In consideration of the management and presentation of the IRONMAN Event, to provide recreational and spectator opportunities, and other services to the general public and for payment of the fees set out in **Attachment 1**, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Facility Use Agreement, the City allows unto IRONMAN and IRONMAN accepts from the City, the use of the Event Areas as shown in **Exhibit A** for the dates as shown in the attached **Exhibit B**. The use of the Event Areas shall terminate at 12 PM CDT on June 15, 2022 ("End Date"). In addition, IRONMAN shall have the right to use the Storage Area, where designated by the City, for event supply trailer storage from June 6, 2022 at 8 AM CDT through 12 PM CDT on June 15, 2022.

b. Catch Des Moines agrees to pay the fees set out in Attachment 1 to the City by no later than July 31, 2022; to restore City property to its original condition; and to pay for any and all costs to repair damages to City property arising out of this Agreement as described in Sections 2.f, and 8, within 30 days of date stated on an invoice to Catch Des Moines from City for the same.

2. USE AND OPERATION OF THE EVENT AREAS.

a. IRONMAN shall use the Event Areas within Gray's Lake Park to set-up, host and tear down the components needed to carry-out the activities of the IRONMAN Event to serve participants, spectators, sponsors, etc., in accordance with the schedule in **Exhibit B**.

b. IRONMAN shall not use the Event Areas or Storage Area or improvements thereon in any manner which would adversely affect the value or character of Gray's Lake Park or the Trails, including the Event Areas, nor violate the ordinances, laws, rules and regulations of the City of Des Moines, the State of Iowa, or any federal laws or regulations.

c. IRONMAN shall have the right to use appropriate signs bearing IRONMAN identification and other appropriate logos on the exterior of and within the Event Areas, with all signs approved by the City of Des Moines Park and Recreation Director ("City Director") or his designee prior to use, such approval not to be unreasonably withheld.

d. IRONMAN shall staff the IRONMAN Event and Event Areas to provide those participants and spectators and activities that have traditionally been considered associated with IRONMAN events.

e. IRONMAN shall be responsible for providing supervisors and staff for all IRONMAN programs and conform to all IRONMAN standards and safety precautions/requirements.

f. As part of this Facility Use Agreement, User shall (1) restore the Event Areas, including but not limited to turf, plantings, infrastructure, trails, roads, restrooms, buildings and lighting, on City property to their condition prior to use of the City property under this Agreement to the satisfaction of the City Director, and further shall (2) reimburse the City for repairs to damage of the turf, plantings, or infrastructure, including but not limited to trails, roads, restrooms, buildings, and lighting, on City property, for the full and actual cost of said repairs as invoiced to User by City.

g. The City will allow IRONMAN to test Gray's Lake for water quality (including bacterial levels) pursuant to the USA Triathlon standards and safety precautions/requirements. IRONMAN shall conduct depth safety and safety/hazard tests pursuant to the USA Triathlon standards and safety precautions/requirements and schedule. IRONMAN shall be responsible for assuring that debris in the Event Areas meets USA Triathlon standards and that there are no hazardous debris in the Event Areas of the Gray's Lake during the swim leg of the Event. In the event of inclement weather, flooding, unacceptable water quality or other natural disasters, the IRONMAN Event director and the City of Des Moines' City Manager, or his designee, shall, in accordance with the USA Triathlon Rules and Regulations, mutually determine if the IRONMAN Event or any leg of the IRONMAN Event shall be delayed or cancelled, subject to Section 2.h below.

h. The City of Des Moines City Manager, or his designee, shall have the ultimate and sole discretion and authority to cancel use of the Event Areas and to unilaterally terminate this Agreement in the event that, in his determination, conditions are present or are reasonably likely to be present (including acts of flooding, drought, or other natural disasters), or to prevent the community spread of the coronavirus/ or other public health concerns, or any such other conditions that present a risk to the safety, health, or welfare of the general public, including but not limited to inclement weather, flooding, unacceptable water quality or other natural disasters; provided that (1) prior to making any such determination, the City of Des Moines City Manager shall consult with the

IRONMAN Event director to identify potential reasonable solutions to address the City Manager's concerns and (2) if reasonable solutions cannot be identified, the City Manager will inform the IRONMAN Event director of his decision to cancel use of the Event Areas as soon as reasonably possible. In addition, in order to comply with the State or local proclamations, as such may be amended from time to time, and as public health guidelines evolve, for the safety of staff and the public, the City reserves the unilateral right for the City Manager to cancel use of the Event Areas and this Facility Use Agreement at any time. In the event of a cancellation, the City's sole liability will be to refund the permit or registration fees. In addition, the City reserves the right to change the Facility Use Agreement at any time. The City will contact IRONMAN as soon as reasonably possible with such cancellation or changes. The City's sole liability to IRONMAN and Catch Des Moines, including their respective officers, employees, agents, volunteers, and others working on their behalf, in the event of cancellation of the Event or termination of this Agreement shall be limited to refund of the fees paid under this Agreement.

i. If musical works will be performed during the IRONMAN Event, IRONMAN agrees that it will have the appropriate sound permits and copyright licenses authorizing such performance from the appropriate performing rights organizations.

j. IRONMAN shall ensure that each participant in the IRONMAN Event, or if the participant is a minor, the participant's parent or legal guardian, signs both (i) a release and waiver of liability and indemnification form provided by IRONMAN, which is attached hereto as **Exhibit C**, and (ii) the City's release and waiver of liability and indemnification form provided by the City of Des Moines, which is attached hereto as **Exhibit D**. IRONMAN will provide the City with a copy of the participant signed City release and waivers no later than 72 hours prior to the first day of the Event.

k. IRONMAN shall obtain a sound permit for any Event Areas for which the City Noise Ordinance applies.

l. Fireworks are not allowed at Gray's Lake Park.

m. IRONMAN shall have sole responsibility of managing and supervising all related activities to be conducted at the Event Areas, including compliance with the Parks and Recreation COVID-19 Return to Play Protocols, the most recent Mayor's Proclamation Amendment, and the Facility Use Requirements, attached as **Exhibit E**. In the event of any conflicts between this Agreement and any of the Parks and Recreation COVID-19 Return to Play Protocols, the most recent Mayor's Proclamation Amendment, and the Facility Use Requirements, the terms of this Agreement shall control. IRONMAN shall have sole responsibility for compliance with the aforementioned requirements and the safety of participants, spectators, and Event and City employees and volunteers, except to the extent that any such non-compliance or safety concerns are caused by the willful misconduct or gross negligence of the City.

n. IRONMAN confirms their willingness, ability and capacity to read, understand and comply with the Parks and Recreation COVID-19 Return to Play Protocols and the most recent Mayor's Proclamation Amendment (Exhibit E).

1. IRONMAN will comply with the attached COVID-19 Return to Play Protocols. If IRONMAN is not in compliance with such Protocols, this Agreement is subject to cancellation.
2. IRONMAN understands the City of Des Moines cannot guarantee that participant or any of the event attendees will not become infected with COVID-19. Participants and attendees use the City's facility at their own risk.
3. IRONMAN understands the Parks and Recreation Department reserves the right to change the COVID-19 requirements at any time and will contact IRONMAN immediately with such changes.

3. INSTALLATION OF TEMPORARY IMPROVEMENTS AND BANNERS. IRONMAN shall have the right to install, at its sole expense, temporary improvements to assist in operating the IRONMAN Event. All improvements must receive, at least 60 days prior to the Event, written approval from the City Director, such approval not to be unreasonably withheld; shall conform with all applicable codes, ordinances and permits required by the City, County or State of Iowa; and shall be removed by IRONMAN from the Event Areas by the End Date in accordance with Section 11.

4. STAFFING. IRONMAN shall be responsible for providing appropriately trained and qualified volunteers and staff for the IRONMAN Event at all Event Areas. IRONMAN shall be responsible for traffic control and parking cars in a safe and orderly manner within Gray's Lake Park. IRONMAN shall be responsible for providing security at Gray's Lake Park for all for IRONMAN Event related equipment and personal property and Temporary Improvements, including, without limitation, IRONMAN Event participant bikes and other participant equipment and personal property. The City shall determine the police and emergency (DMFD) staffing and equipment for Gray's Lake. Catch Des Moines agrees to pay the fees for such services pursuant to the Street Use Permit issued by the City for the IRONMAN Event.

5. FEES. IRONMAN shall establish all fees for the IRONMAN Event and neither the City of Des Moines nor Catch Des Moines shall be entitled to any portion of such fees.

6. PROHIBITION ON ENCUMBRANCE. It is expressly agreed and understood between the parties hereto that nothing in this Agreement shall be construed as empowering IRONMAN to encumber, mortgage, or pledge, or cause to be encumbered, mortgaged, or pledged any interest in the Event Areas or Storage Area or improvements thereon in any manner whatsoever. In the event that, regardless of this prohibition, any person furnishing or claiming to have furnished labor or materials at the request of IRONMAN or of any person claiming by, through, or under IRONMAN shall file a lien against the Event Areas or Storage Area or improvements thereon, IRONMAN shall, within thirty (30) days after being notified thereof, cause said lien to be satisfied of record, or shall cause the Event Areas and/or Storage Area and improvements thereof to be released therefore by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against the Event Areas and/or Storage Area and improvements thereon by an order of a court having jurisdiction to discharge such lien.

7. COMPLIANCE WITH LAW AND NO DISCRIMINATION. User, at its sole expense, shall comply with all ordinances of the City of Des Moines and the laws of the State of Iowa and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or which may be required for the making of repairs or improvements to the Event Areas and Storage Area.

User agrees to comply with all applicable federal, state, and local civil rights laws, and specifically User shall not, in violation of any applicable law, discriminate against or segregate any person or group of persons on account of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, gender identity or familial status. User further agrees to comply with §§ 62-71 of the Des Moines Municipal Code in the operation and management of the Event.

8. UTILITIES AND OTHER SERVICES. As further consideration for this Agreement, Catch Des Moines shall pay all charges for electricity, light, and power, refuse collection, telephone, and other communication services used, rendered, or supplied upon or in connection with the Event Areas and Storage Area, and shall indemnify the City against any liability or damages on such account.

9. HOLD HARMLESS AND INSURANCE. IRONMAN agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials,

employees and volunteers and others working on behalf of the City as provided for in **Attachment 2** to this Agreement. IRONMAN agrees to obtain and maintain in continuous effect during the term of this Facility Use Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 2, with amounts, coverages, limits, exclusions and endorsements as therein provided. Catch Des Moines agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in **Attachment 3** to this Agreement. Catch Des Moines agrees to obtain and maintain in continuous effect during the term of this Facility Use Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 3, with amounts, coverages, limits, exclusions and endorsements as therein provided.

10. TERMINATION OF AGREEMENT AND DEFAULTS BY USER. This Agreement shall terminate upon the End Date, unless earlier terminated pursuant to Section 2.g and 2.h above or as follows:

A. By mutual agreement of all parties hereto.

B. Upon default of IRONMAN and/or Catch Des Moines of the terms and provisions of this Agreement, the City at its option may cancel and terminate this Agreement; provided, however, before any such cancellation and forfeiture, the City shall give IRONMAN written notice specifying the default, or defaults, and stating that this Agreement will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within said 30-day period.

C. Due to IRONMAN's and/or Catch Des Moines' failure to comply with attached Parks and Recreation COVID-19 Return to Play Protocols, the most recent Mayor's Proclamation Amendment, and the Facility Use Requirements; provided that the applicable User shall be provided an opportunity to correct any such non-compliance to the satisfaction of the City Director 72 hours prior to the day of the Event.

11. CONDITION OF EVENT AREAS AND STORAGE AREA AT TERMINATION AND REMOVAL OF EQUIPMENT AND TEMPORARY IMPROVEMENTS. IRONMAN agrees that by no later than 12 PM CDT on June 15, 2022 ("End Date"), it shall deliver the Event Areas and Storage Area in the same condition as of June 6, 2022, reasonable wear and tear excluded. IRONMAN shall remove all equipment and temporary improvements which IRONMAN has installed in the Event Areas, and all trailers and equipment from the Storage Area, by 12 PM CDT on June 15, 2022. If any equipment or temporary improvements remain on the Event Areas or Storage Area after 12 PM on June 15, 2022, such shall be considered abandoned and thereafter may be removed and disposed of at the discretion of the City without the City incurring any liability thereafter and IRONMAN shall be responsible for the cost of such disposal by the City. IRONMAN shall also pick-up and remove from the premises all trash and debris within the Event Areas and Storage Area by no later than 12 PM CDT on June 15, 2022. If such remain on the Event Areas and/or Storage Area after 12 PM CDT on June 15, 2022, Catch Des Moines shall reimburse the City for the costs of such pick-up and removal.

12. ASSIGNMENT. IRONMAN and Catch Des Moines shall not assign their respective rights, interests or responsibilities under this Agreement or sublet the Event Areas or Storage Area without the prior written consent of the City.

13. NOTICES. Notices as provided for in this Agreement to the City shall be deemed sufficient if sent by certified mail with return receipt requested to the City Manager, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309-1891. Notices as provided for in this Agreement to Catch Des Moines shall be deemed sufficient if sent by certified mail with return

receipt requested to Catch Des Moines, 400 Locust Avenue, Des Moines, Iowa, Attention: Trina Flack. Notices as provided for in this Agreement to IRONMAN shall be deemed sufficient if sent by certified mail with return receipt requested to IRONMAN Midwest Great Plains Regional Director, 1795 Dogwood Street, Suite 300, Louisville, Colorado 80027 Attention: Frank Lowery, with copy to IRONMAN, 3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607 Attention: Chief Legal Officer.

14. ENTIRE AGREEMENT. This Agreement including attachments hereto and incorporated herein constitutes the entire understanding between the parties and cannot be modified or terminated orally, but only by agreement in writing signed by all three parties.

15. HOST VENUE AGREEMENT. IRONMAN and Catch Des Moines have previously entered into a Host Venue Agreement effective June 24, 2019, as amended by the First Amendment to the Host Venue Agreement effective May 1, 2020, and as further amended by the Second Amendment to the Host Venue Agreement effective November 11, 2020 (collectively the "HVA Agreement"). IRONMAN and Catch Des Moines agree that such HVA Agreement is not amended by the terms of this Agreement.

16. OTHER.

a. Severability and Choice of Law. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa.

b. Representatives Not Individually Liable. No member, official, or employee of City shall be personally liable in the event of any default or breach by User under this Agreement, or for any amount which may become due or on any obligations under the terms of this Agreement.

c. City Not a Guarantor, Surety or Partner. City is not a guarantor or surety for the Event nor for any indebtedness incurred by User. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting User as a contractor, agent or representative of City for any purpose or in any manner whatsoever.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on this day and year as first above written by its duly authorized representatives.

GREATER DES MOINES CONVENTION
AND VISITORS BUREAU, INC.
D/B/A CATCH Des Moines

By: _____
Greg Edwards, President

State of Iowa)
) ss:
County Of Polk)

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg Edwards, to me personally known, and, who, being by me duly sworn, did say that he is the President of GREATER DES MOINES CONVENTION & VISITORS BUREAU, INC., and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, and that Greg Edwards acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the limited liability company by him voluntarily executed.

Notary Public in the State of Iowa

My Commission Expires: _____

CITY OF DES MOINES, IOWA

T.M. Franklin Cownie, Mayor

ATTEST:

P. Kay Cmelik, City Clerk

APPROVED AS TO FORM:

/s/ Glenna K. Frank
Glenna K. Frank, Assistant City Attorney

State of Iowa)
) ss:
County Of Polk)

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. FRANKLIN COWNIE and P. KAY CMELIK, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No, 20-_____ of the City Council on the ____ day of _____, 2022, and that T. M, FRANKILN COWNIE and P. KAY CMELIK acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in the State of Iowa

My Commission Expires: _____

ATTACHMENT 1

FEE SCHEDULE

	JUNE										
	6	7	8	9	10	11	12	13	14	15	
SE Section						\$250.00	\$500.00				\$750.00
NW Section				\$500.00	\$500.00	\$500.00	\$500.00				\$2,000.00
Peninsula						\$250.00	\$500.00				\$750.00
Terraces							\$1,500.00				\$1,500.00
Trails							\$3,000.00				\$3,000.00
Beach Parking Lot						\$250.00	\$500.00				\$750.00
Total	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,250.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$8,750.00

ATTACHMENT 2

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS (Major) IRONMAN

1. GENERAL

World Triathlon Corporation d/b/a IRONMAN (hereinafter "IRONMAN") shall purchase and maintain insurance to protect IRONMAN and the City of Des Moines, Iowa throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City prior to contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: IRONMAN shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: IRONMAN shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$5,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground (XCU), where applicable ((f) is not applicable for purposes of this Agreement).

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 with standard exclusions or any subsequent ISO edition or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. AUTOMOBILE LIABILITY INSURANCE: IRONMAN shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If IRONMAN does not own any vehicles, coverage is required on non-owned and hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

E. SUBCONTRACTORS: IRONMAN shall require all its agents and subcontractors who perform work and/or services on behalf of the IRONMAN to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation, the insurance policies providing the coverages specified in B, C, and D above shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached.

G. CANCELLATION & MATERIAL CHANGE ENDORSEMENT: The insurance policies providing the coverages specified in A, B, C, and D above shall include the City of Des Moines, Iowa Cancellation & Nonrenewal Endorsement. A copy of this endorsement is attached.

H. PROOF OF INSURANCE: IRONMAN shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through D and F and G above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items": (1) the title of the Agreement: Facility use Agreement and (2) the following statement, "Where required, Additional Insured, Governmental Immunities, and Cancellation and Nonrenewal endorsements have been included as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section, City shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines.

To the fullest extent permitted by law, IRONMAN agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to reasonable attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, illness or complications associated with the COVID-19 pandemic, property damage, or loss of use thereof, and economic damages arising out of or in any way connected or associated with IRONMAN's use or occupancy of the Event Areas and/or the Storage Area, or the use or occupancy thereof by IRONMAN's employees, directors, volunteers, sponsors, participants, invitees, general public, contractors, vendors, and any and all others related to, attending, providing services for, or assembling/disassembling the Event, except for and to the extent that such loss or damage is due to the action of City of Des Moines, Iowa police and fire personnel performing security or safety/rescue duties at the Event Areas during the IRONMAN Event and during IRONMAN Event related activities. Nothing in the foregoing shall adversely affect or impair the City's ability, or prejudice the right of the City, to assert its right to statutory exemption from liability nor be deemed to be a waiver of the City's right to assert its statutory exemption from liability.

IRONMAN's obligation to indemnify the City contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by IRONMAN or Catch Des Moines, their respective officers, employees, subcontractors, and others affiliated with IRONMAN or Catch Des Moines, arising out of or in any way connected or associated with the IRONMAN Event, except for and only to the extent caused by a breach of this Agreement, or the negligence or intentional misconduct of the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines.

IRONMAN expressly assumes full responsibility for any and all damage to City property arising out of the activities of IRONMAN, and its officers, employees, subcontractors, and others affiliated with IRONMAN.

IRONMAN shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and IRONMAN will observe, and cause its officers, employees, subcontractors and others affiliated with IRONMAN to observe all applicable safety rules.

4. WAIVER OF SUBROGATION

To the extent permitted by law, IRONMAN hereby releases the City of Des Moines, Iowa, its elected and appointed officials, its agents, employees and volunteers and other working on behalf of the City of Des Moines, Iowa, from and against any and all liability or responsibility to IRONMAN or anyone claiming through or under IRONMAN by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury, except for and only to the extent caused by a breach of this Agreement, or the negligence or intentional misconduct of the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. IRONMAN's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of IRONMAN to recover thereunder. For only those actions taken by City of Des Moines, Iowa police and fire personnel while performing security or safety/rescue duties at the Event Areas during the IRONMAN Event and during IRONMAN Event related activities, to the extent permitted by law, the City of Des Moines, Iowa hereby releases IRONMAN, its parents, subsidiaries, officers, employees, subcontractors, and others affiliated with from and against any and all liabilities or responsibility to the City of Des Moines, Iowa, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Des Moines, Iowa or anyone claiming through or under the City of Des Moines, Iowa by way of subrogation, or otherwise, for any loss without regard to the fault of IRONMAN or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the IRONMAN Event within the Event Areas. City of Des Moines, Iowa policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the City to recover thereunder.

ENDORSEMENTS FOR ATTACHMENT 2

CITY OF DES MOINES, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CITY OF DES MOINES, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF DES MOINES, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Risk Management, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

ATTACHMENT 3

CITY OF DES MOINES, IOWA STANDARD - MINOR

INSURANCE & INDEMNIFICATION REQUIREMENTS – Catch Des Moines

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

Greater Des Moines Convention and Visitors Bureau, Inc., hereinafter Catch Des Moines, shall purchase and maintain insurance to protect Catch Des Moines and CITY throughout the duration of the Contract. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “B+.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.E. below.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. ***The CITY shall not be included as an Additional Insured.***

B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. Catch Des Moines agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which Catch Des Moines has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner as required in its insurance policies.

C. WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, Catch Des Moines shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, Catch Des Moines is not required to purchase Workers' Compensation Insurance, Catch Des Moines shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.E. below.***

- D. CANCELLATION & NONRENEWAL NOTIFICATIONS: Catch Des Moines shall provide the CITY with no less than ten (10) days notification of cancellation or nonrenewal for the General Liability Insurance policy required above. ***Written notifications shall be sent to: City of Des Moines, Risk Management, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Catch Des Moines hereby releases the CITY from and against any and all liability or responsibility to Catch Des Moines or anyone claiming through or under Catch Des Moines by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. Catch Des Moines' policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- F. PROOF OF INSURANCE: Catch Des Moines shall provide the following proof of insurance to the CITY:
- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.
- Mail Certificates of Insurance to:
City of Des Moines
Risk Management
400 Robert D. Ray Drive
Des Moines, Iowa 50309***
- G. AGENTS AND SUBCONTRACTORS: Catch Des Moines shall require all its agents and subcontractors who perform work and/or services on behalf of Catch Des Moines to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Catch Des Moines agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Catch Des Moines' work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Catch Des Moines, or arising out of or in any way connected or associated with Catch Des Moines' use or occupancy of City property, or the use or occupancy thereof by Catch Des Moines' employees, directors, volunteers, sponsors, participants, invitees, general public, contractors, vendors, and any and all others related to, attending, providing services for, or assembling/disassembling the Event.

Catch Des Moines' obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

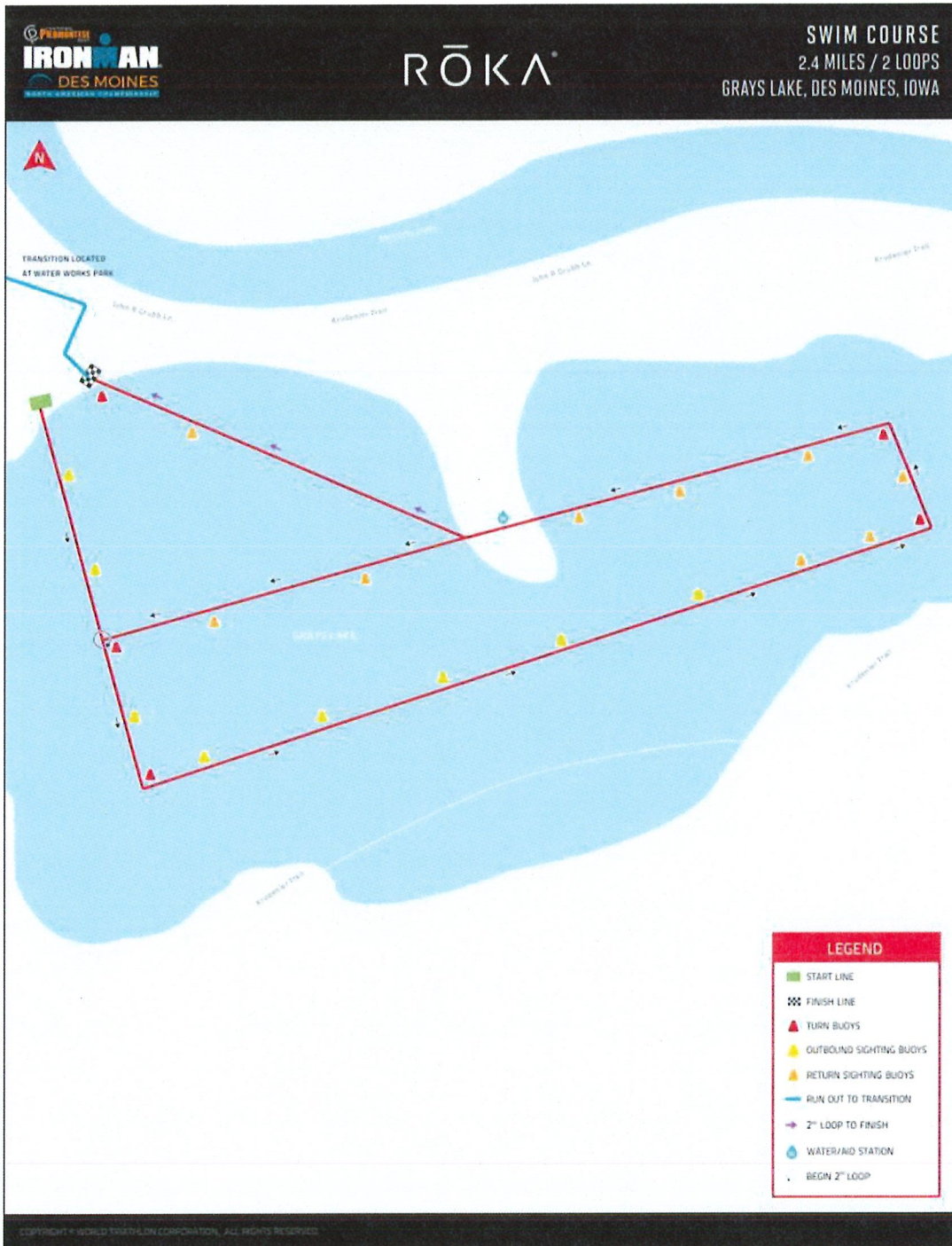
The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Catch Des Moines arising out of or in any way connected or associated with Catch Des Moines' work, including that of its officers, agents, employees, subcontractors and others under the control of Catch Des Moines, except to the extent caused by or resulting from the negligence of the CITY.

Catch Des Moines expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Catch Des Moines' work or services under this Contract or its use or occupancy of City property, including, but not limited to, the activities of Catch Des Moines, its officers, agents, employees, subcontractors and others affiliated with of Catch Des Moines.

Catch Des Moines shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Catch Des Moines will observe, and cause its officers, employees, subcontractors and others affiliated with Catch Des Moines to observe, all applicable safety rules.

EXHIBIT A COURSE MAPS

Swim Route



Run Route



RUN COURSE
26.2 MILES/3 LOOPS
DES MOINES, IOWA



Storage Area



EXHIBIT B
GRAY'S LAKE PARK USE AND CLOSURE SCHEDULE
2022 IRONMAN DES MOINES

Storage Area

Utilized from Monday, June 6 – Wednesday, June 15, 2022.

SE Parking Lot

Closed for volunteer and athlete parking on Saturday, June 11 and Sunday, June 12, 2022.

NW Parking Lot

Utilized from Thursday, June 9 – Sunday, June 12, 2022. Swim build out and equipment staging. Swim practice on Saturday, June 11, 2022 from 7:30 – 9 AM. Swim start/finish on Sunday, June 12, 2022.

Peninsula

Utilized on Saturday, June 11 and Sunday, June 12, 2022. Athletes will cross during swim laps.

Terrace

Blocked off for IRONMAN event/no outside user group rentals for Sunday, June 12, 2022. No concession operation on Saturday, June 11 and June 12, 2022.

Trails

Utilized on Sunday, June 12, 2022 for athletes. Signs placed on trails by IRONMAN starting June 4, 2022.

Beach Parking Lot

Blocked off for IRONMAN event/no outside users or concessions in operation on Saturday, June 11 and June 12, 2022.

Event Day/Access

On Sunday, June 12, 2022 the entire park will be dedicated to the IRONMAN event with equipment and staging out of the park no later than 12 PM CDT on Wednesday, June 15, 2022. Vehicle entrances will be closed all day for the event on Sunday, June 12, 2022. Park still accessible via trails with heavy participant and IRONMAN staff traffic.

EXHIBIT C

MERGE FOR ON SITE: Participant: First Name _____, Last Name _____, Bib Number _____

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT 2022 [Insert Event Name, Location, Date]

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "**Form**") 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 World Triathlon Corporation (hereafter "**WTC**") in allowing me to participate in this scheduled WTC competitive event and related activities (collectively, the "**Event**") and other activities, I **acknowledge and agree as follows**:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event takes place indoors or outdoors and can include but not be 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 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 Form as "**activities**" or "**activity**"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by WTC, structured or unstructured and include free time. 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 participant or others. The following describes some, but not all of the inherent risks, as applicable to participant's activities:**

Risks in any competitive or 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: 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) 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.

Risks involved in decision making and conduct. These risks include the risk that a WTC staff member, representative, volunteer, contractor or co-participant may misjudge a 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 these activities.

Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including co-participants 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), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although WTC may review participant's medical information, submitted in the registration process, WTC cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground 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. Participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. WTC 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.

Supervision and activities risks. I understand that neither WTC nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. Adult participant agrees he/she is solely responsible for his/her own well-being at all times; or, if applicable, a participant's legal guardian agrees to take sole responsibility for participant's supervision before, during and after the Event and other activities, including during free time and at all other times.

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

Drone risks. I understand that unmanned aerial vehicles ("**UAVs**", also known as "drones") may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

Risk regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV, parked or moving vehicles and/or bicycles), people or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, 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; 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 -- before, during or even after the participant participates in the Event or other activities.

I understand and agree:

- I will review all materials received, accurately complete and agree to the registration information, documents and process, and rules and policies. I will 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, the International Triathlon Union Competition Rules; and 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 IRONMAN (as may be amended from time to time and at any time by IRONMAN), and the authority given to IRONMAN 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;
- My final acceptance and participation in the Event is contingent upon WTC's receipt and review of all required information and forms, including this Form;
- Before participating in any activities, I may inspect the race course, 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 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 physician, am responsible for determining whether these activities are appropriate for me, before I participate;
- 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 Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and WTC cannot assure my safety or eliminate any of the risks. I understand I can and should consult WTC representatives if I have further questions about the activities or the associated 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, 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 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 Event and agree as follows:

- To release and not to sue WTC, 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 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 enrollment or 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; and

- To defend and indemnify ("indemnify" meaning protect by 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 enrollment or 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:

- Any dispute or claim/s WTC or I may have arising out of, relating to or in connection with this Form, my enrollment or participation in the activities, or any other aspect of my relationship with WTC: 1) will be governed by Florida substantive law (without regard to its "conflict-of-law" rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the American Arbitration Association ("AAA") in accordance with applicable Arbitration Rules as interpreted and governed by the Florida Arbitration Code. AAA arbitrator/s, acceptable to both the participant and WTC, will conduct the arbitration. Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Tampa, Florida. I ACKNOWLEDGE AND AGREE THAT THE PARTIES, BY ENTERING INTO THIS AGREEMENT, ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THE PARTIES. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT IF A JUDGE WERE TO RULE THAT THE PARTIES' ARBITRATION AGREEMENT IS NOT ENFORCEABLE THAT THE PARTIES ARE STILL VOLUNTARILY GIVING UP THEIR RIGHT TO A TRIAL BY JURY REGARDING ANY DISPUTE BETWEEN THEM.
- If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their 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 Form, just as if I were the participant's lawful legal guardian.
- In regard to my relationship with WTC, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than WTC) in connection with these activities.
- 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 agree to pay for the cost of such services (including the costs of replacement parts, etc.) upon receipt of applicable invoice(s).
- To the extent there are situations in which I provide WTC any of my personal property to hold, there may be times such personal property may not be returned to me. I waive any rights to such property and expressly consent to any and all actions WTC may take with respect to such property, including but not limited to, disposal of such property. For example, I acknowledge and agree that Special Needs Bags (as referred to in the Event-specific athlete information guide) and any and all personal property therein may not be returned to me after the applicable aid station pick-up location, and I consent to any actions WTC may take with respect to such personal property.
- In no event may I (or anyone else on my behalf) without the prior written consent of WTC: (a) use any intellectual property of WTC 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).
- I authorize WTC 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.
- I authorize WTC 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, 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.
- WTC reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify 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 is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee.
- I acknowledge and agree that WTC, 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 race course, 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) if it believes the conditions are unsafe or otherwise unsuitable for the Event. If the 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, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of WTC, there will be no refund of WTC's entry fee or any other costs incurred in connection with the Event.
- I grant to WTC, its affiliates, designees, assignees, and sponsors the right and permission to photograph, film, record and/or otherwise capture 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, 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 and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.
- WTC may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with WTC's and other Released Parties rights and protections under this Form.
- If I sign this Form both online and on-site, I agree that the on-site version of this Form, as that version may be amended from the online version, will be binding and control. I also understand that I may also be required to sign a version of this Form on-site. To the extent WTC permits my Event registration to be transferred to another race event, I acknowledge and agree that this Form will be deemed applicable to such other race, mutatis mutandis.
- This Form is effective in regard to participant's enrollment or participation in the activities from the date signed through the completion of all activities, and this Form will remain in full force and effect following completion of all activities.
- 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 agree: I have carefully read, understand and agree to voluntarily sign this Form and understand that by doing so I am entering into a legally binding contract with WTC. I acknowledge that this Form 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. *The adult participant (or his/her legal guardian) must complete all information and sign below.*

_____	_____	_____	_____
PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT	PARTICIPANT'S AGE AND BIRTHDATE
_____	_____	_____	_____
PARENT/ GUARDIAN'S SIGNATURE	DATE	PRINTED NAME OF PARENT/GUARDIAN	BIB NUMBER

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

*For the parent/guardian of a minor participant
IRONKIDS [Insert race type]: [Insert Location]*

INFORMATION

Name of Parent or Guardian: _____ Parent's TriClub (if applicable): _____

Parent's E-mail: _____ Parent's Telephone: (H) (W) (Cell): _____

Address: _____ City, State, Zip: _____

Emergency contact information – if the Parent or Guardian named above is not available in an emergency, please notify:

Name: _____ Relationship: _____ Telephone: (H) (W) (Cell): _____

Name(s) of Participating Child/Children: _____

Do any of your children participating in this event have any of the following medical issues? (check all that apply):

Asthma Allergies Cancer Diabetes Epilepsy Heart disease Hemophilia High blood pressure Leukemia Other: _____

Name(s) of Applicable Child/Children: _____

Allergies (check all that apply): Bee stings Medication(s): _____ Food(s): _____ Other: _____

Comments/Instructions: _____

Name(s) of Applicable Child/Children: _____

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Form") carefully before signing. A parent/natural guardian/legal guardian (hereafter collectively referred to in this Form as "parent" or "I") of the minor participant (minors are those under 18 yrs. of age; hereafter sometimes "participant", "minor" or "child") must sign this Form. I acknowledge that the participant is my child, that I have the legal authority to act for the child and on their behalf, and that the child is under 18 years of age. In consideration of the services of World Triathlon Corporation (hereafter "WTC") in allowing my child to participate in the WTC competitive event and related activities (collectively, the "Event") and other activities, I acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Event that my child may participate in takes place indoors or outdoors and can include but not be 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 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 Form as "activities" or "activity"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by WTC, structured or unstructured and include free time. 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 me, my child or others. I give permission for my child to participate in all WTC activities and agree to discuss this Form, and specifically, the activities and inherent risks, with my child. The following describes some, but not all of the inherent risks, as applicable to participant's activities:

Risks in any competitive or 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: 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) 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.

Risks involved in decision making and conduct. These risks include the risk that a WTC staff member, representative, volunteer, contractor or co-participant may misjudge a 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 parent) about one or more of the inherent risks of these activities.

Cycling, running and swimming risks. Participating in these activities includes the risk of losing control and falling from the bike, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including co-participant/s or spectator/s) 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), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although WTC may review participant's medical information, submitted in the registration process, WTC cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground 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. Participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. WTC 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.

Supervision and activities risks. The parent understands that neither WTC nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. The parent agrees to take sole responsibility for participant's supervision before, during and after the Event and other activities, including during free time and at all other times, and agrees that the parent and child share in the responsibility for the child's well-being.

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

Drone risks. I understand that unmanned aerial vehicles ("UAVs", also known as "drones") may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

Risk regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.

These and other risks may result in participants or parents: falling partway or falling to the ground; being struck; colliding with objects (e.g., a UAV, parked or moving vehicles and/or bicycles), people, or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, 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; 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 - before, during or even after the participant participates in the Event or other activities.

I understand and agree:

- I will review all materials received, accurately complete and agree to the registration information, documents and process, and agree that my child will obey all rules and policies. These rules and policies include USA Triathlon ("USAT") Competitive Rules, including USAT's Doping Control Rules; WTC's Competition Rules, including WTC's Doping Control Rules; and information in the Event-specific athlete information guide, as they may be amended, from time to time; and all traffic laws. I acknowledge that in order to participate in the Event, my child must be a current USAT member or must purchase a one-day license from USAT; my child will also obey the following code of conduct: 1) not consume any drugs or alcohol that will impair his/her judgment; 2) respect the rights, dignity, and worth of every individual, including athletes, volunteers, and spectators; 3) not discriminate against anyone based on sex, ethnicity, religion, ability, or performance; 4) respect all property including but not limited to hotels, athletic facilities, and equipment; 5) act professionally and respectfully, and take responsibility for his/her actions;

- My child's final acceptance and participation in the Event is contingent upon WTC's receipt and review of all required information and forms, including this Form; before participating in any activities, my child and I may inspect the race course, facilities, equipment, and areas to be used, if we choose;
- My child is fully capable of participating in the activities without causing harm to himself, herself, or others. I further agree that I, in conjunction with my child's physician, am responsible for determining whether these activities are appropriate for my child, before he/she participates;
- 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 Form is not exhaustive; other unknown or unanticipated activities, inherent and other risks and outcomes may exist; and WTC cannot assure my child's safety or eliminate any of the risks. I understand I can and should consult WTC representatives if I or my child have further questions about the activities or the associated risks; and
- I represent my child is voluntarily participating with knowledge of the risks. Therefore, I agree that I, and my child, assume and accept full responsibility for the child, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss suffered by me or my child, resulting from those risks, including but not limited to the risk of my child's, 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

Please read Parts A and B carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of my child's /participation in the Event and agree as follows:

Part A: To the extent allowed by applicable law, I (the minor participant's parent) for myself, agree as follows:

- To release and not to sue WTC, 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 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") that I may have, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my child's enrollment or 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 (for myself or my child) 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 loss I or my child may suffer, if I or my child suffers injury, damage, death or other loss;
- To defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/s brought by or on behalf of me, my participating child or other family members, 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 child's enrollment or 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 Part A 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.

Part B: I (the minor participant's parent) for and on behalf of my participating minor child, agree as follows: to waive and release, in advance, any claim or cause of action against WTC and/or its owners, affiliates, employees or agents that would accrue to my minor child for personal injury, including death and property damage resulting from an inherent risk in the activity.

NOTICE TO THE MINOR CHILD'S LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ALLOW YOUR MINOR CHILD TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF WTC OR ITS OWNERS, AFFILIATES, EMPLOYEES, OR AGENTS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE RELINQUISHING YOUR CHILD'S AND YOUR RIGHTS TO RECOVER FROM WTC OR ITS OWNERS, AFFILIATES, EMPLOYEES, OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY OR LOSS, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WTC OR ITS OWNERS, AFFILIATES, EMPLOYEES OR AGENTS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

To the extent allowed by applicable law, I agree to indemnify WTC and/or its owners, affiliates, employees, or agents for any attorneys' fees and costs incurred in defending a claim or suit brought by or on behalf of my child (whether that claim or suit is initiated by me, my child or another party) that an arbitrator or court determines is barred under applicable law, or, if the claim is withdrawn or dismissed.

OTHER PROVISIONS

I (the minor participant's parent), for myself and for and on behalf of my participating minor child, understand and agree:

- Any dispute or claim/s WTC, I, or my child may have arising out of, relating to or in connection with this Form, my child's enrollment or participation in the activities, or any other aspect of my child's relationship with WTC: 1) will be governed by Florida substantive law (without regard to its "conflict-of-law" rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the American Arbitration Association ("AAA") in accordance with applicable Arbitration Rules as interpreted and governed by the Florida Arbitration Code. AAA arbitrator/s, acceptable to both the parent and WTC, will conduct the arbitration. Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Tampa, Florida. I ACKNOWLEDGE AND AGREE THAT THE PARTIES, BY ENTERING INTO THIS AGREEMENT, ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THE PARTIES. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT IF A JUDGE WERE TO RULE THAT THE PARTIES' ARBITRATION AGREEMENT IS NOT ENFORCEABLE THAT THE PARTIES ARE STILL VOLUNTARILY GIVING UP THEIR RIGHT TO A TRIAL BY JURY REGARDING ANY DISPUTE BETWEEN THEM.
- If my status as the minor participant's parent is challenged or found invalid, I will release, agree to defend and indemnify, and not to sue any of, the Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the participant's legal parent.
- In regard to my or my child's relationship with WTC, I agree that the contents of this Form will take precedence over any other forms or contracts I or my child may sign (for parties other than WTC) in connection with these activities.
- 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 agree to pay for the cost of such services (including the costs of replacement parts, etc.) upon receipt of applicable invoice(s).
- In no event may I (or anyone else on my behalf) without the prior written consent of WTC: (a) use any intellectual property of WTC 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) 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).
- I authorize WTC 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.
- I authorize WTC staff, representatives, contractors, or other medical personnel to obtain or provide medical care for my child, to transport my child 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 child's 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, 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.
- WTC reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify participant from the Event. If my child is dismissed or departs for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise.

- WTC, in its sole discretion, may delay, modify, or cancel the Event for any reason and I agree that WTC will not be responsible for reimbursement of costs incurred or damages suffered by me, my child, or other family member/s in preparation for or in connection with the Event if it is delayed, modified or cancelled.
- I acknowledge and agree that WTC, 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 race course, 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) if it believes the conditions are unsafe or otherwise unsuitable for the Event. If the 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, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of WTC, there will be no refund of WTC's entry fee or any other costs incurred in connection with the Event.
- I grant to WTC, its affiliates, designees, assignees, and sponsors the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me, my child and/or my other 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, 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 and I waive any inspection or approval rights. I understand and agree that my child's name, bib number, and race results will be available to the public during and after the Event.
- WTC may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with WTC's and other Released Parties rights and protections under this Form.
- If I sign this Form both online and on-site, I agree that the on-site version of this Form, as that version may be amended from the online version, will be legally binding and supersede any and all previous versions of this Form. I also understand that my child and I may also be required to sign a version of this Form on-site. To the extent WTC permits my Event registration to be transferred to another race event, I acknowledge and agree that this Form will be deemed applicable to such other race, mutatis mutandis.
- This Form is effective in regard to participant's enrollment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.
- 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, participant and parent/guardian of a minor participant, agree: I have carefully read, understand, and agree to voluntarily sign this Form and acknowledge that it shall be effective and legally binding upon me/participant, my spouse and other children, my/participant's other family members, and my/participant's heirs, executors, representatives, subrogors, and estate. *The minor participant and his/her legal guardian, or minor participant and his/her parent, must complete all information and sign below.*

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT	DATE	PRINTED NAME OF PARENT/GUARDIAN
PARTICIPANT SIGNATURE	DATE	PRINTED NAME OF PARTICIPANT
PARTICIPANT SIGNATURE	DATE	PARTICIPANT'S AGE AND BIRTHDATE
PARTICIPANT SIGNATURE	DATE	PARTICIPANT'S AGE AND BIRTHDATE
PARTICIPANT SIGNATURE	DATE	PARTICIPANT'S AGE AND BIRTHDATE

EXHIBIT D
CITY OF DES MOINES, IOWA
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT AND PHOTO RELEASE
2022 IRONMAN Des Moines

In consideration of my, or my minor child, being permitted to participate in any way in the above-named Activity/Program (“Activity”), I, the Undersigned, for myself and my minor child, all of my or my minor child’s, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as “Releasers”, do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I nor my minor child, have been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, it’s elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as “City” from, any and all liability to Releasers, except for my minor child, for any and all loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in my death or that of my minor child, including illness or complications associated with COVID-19 pandemic, or damage to me or my minor child's property arising out of or related to the Activity, including traveling to or from the Activity.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child’s participation in this activity.
5. Agree that this Permission form is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Assume full responsibility for any risk of bodily injury, including illness or complications associated with COVID-19 pandemic, death, or property damage arising out of or related to the Activity.
7. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends *to all acts of negligence by the City, not including gross negligence and willful misconduct*, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician to relieve any injuries received or illness contracted by me or my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
9. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of me or my minor child and agree that such may be used for any lawful purpose without further compensation or approval.

I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above. I agree that this Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature, unless otherwise terminated by me in writing delivered to the City.

Participant Name: _____
(Please Print)

Age: _____
(If under age 18)

Participant Signature: _____

Date: _____

Address: _____ City/Zip _____ Phone: _____

If Participant is a Minor

Parent/Legal Guardian: _____
(Please Print)

Parent/Legal Guardian Signature: _____

Date: _____

Address: _____ City/Zip _____ Phone: _____

EXHIBIT E
FACILITY USE REQUIREMENTS, INCLUDING RETURN TO PLAY, MAYOR'S
PROCLAMATION AMENDMENT AND RULES

**RETURN TO PLAY
PUBLIC PROTOCOL**



PURPOSE

This Return to Play Protocol was formed from various recommendations, from the Centers for Disease Control and Prevention (CDC), Polk County Public Health, National Recreation and Parks Association and other public health organizations, as mitigation efforts to help ensure the safety of our facility users, participants, volunteers, and staff.

NOTICE

If facility users, participants, or volunteers are not in compliance with these Protocols, their permit or registration is subject to immediate cancellation. In addition, those found in violation of the Protocols will be requested to leave the premises if violations continue after one verbal warning of violation.

The City of Des Moines cannot guarantee that you will not become infected with COVID-19. Facility users, participants, and volunteers use the City's facilities at their own risk.

The Parks and Recreation Department reserves the right to change the Facility Use requirements at any time and will contact facility users, participants, and volunteers immediately with such changes.

PREVENT

KNOW BEFORE YOU GO

- Use CDC's [COVID Data Tracker](#) to learn about the situation in your community to best protect yourself from severe illness.
 - If your community has a [high number of COVID-19 cases](#) or a low number of fully vaccinated people, consider choosing safer activities.
- COVID-19 by County: [COVID-19 Community Levels](#) are a new tool to help you and communities decide what prevention steps to take based on hospitalizations and cases.
 - [Check your community level.](#)

GET VACCINATED

[Vaccination is a critical tool](#) to help protect you from COVID-19. The CDC, American Academy of Pediatrics, Iowa Department of Public Health, Polk County Public Health, and the City recommends staying up to date on your COVID-19 vaccinations, to help protect you against COVID-19. A [booster](#) helps increase your protection over time.

- To learn who is eligible or find more information on vaccination and/or booster shots please visit the [CDC online](#). Find a vaccine online at [vaccines.gov](#).
- [Some groups of people](#) may not be fully protected even if they are fully vaccinated.
- Vaccination may help prevent you from severe illness and death, however, vaccinated individuals can still spread the virus.

STAY HOME

- If you have been in close contact (within 6 feet or less for a cumulative total of at least 15 minutes over a 24 hour period) with anyone with a confirmed COVID-19 diagnosis, are awaiting COVID-19 test results, or have been asked to quarantine (stay home), you must complete the [CDC's quarantine period](#).

- Even if you test negative for COVID-19 or feel healthy, symptoms may appear up to 10 days after exposure to the virus. If you develop symptoms, get tested immediately and isolate.
- Any person experiencing symptoms of coronavirus (*including both fully vaccinated and unvaccinated individuals*), or tests positive, are prohibited from using our facilities or participating, until the [CDC's isolation period](#) is complete.

TEST

If you have signs or [symptoms of COVID-19](#) follow the CDC [testing recommendations](#).

- Every home in the U.S. is also eligible to order 4 free at-home rapid tests from the federal government. To order, visit [covidtests.gov](#).
- Every person is eligible for free mail-in/drop-off PCR testing kits from Test Iowa. To order your kits or find the nearest location to pick one up, visit [testiowa.com](#).

SOCIAL DISTANCE

- The virus that causes COVID-19 most commonly spreads from person-to-person respiratory droplets during close physical contact (within 6 feet). Being in crowds, especially in poorly ventilated indoor spaces, can put you at higher risk for COVID-19.
- If you are not [up to date on COVID-19 vaccines](#), stay at least 6 feet away from other people, especially if you are at [higher risk of getting very sick](#) with COVID-19.

WEAR A MASK

- Masks are required, in a City of Des Moines facility, when the [CDC COVID-19 Community Level](#) is High and [in accordance with CDC guidelines](#) following exposure to COVID-19 and a positive COVID-19 test.
 - For more information on the community level [click here](#).
- Face coverings for unvaccinated individuals are encouraged.

RESOURCES/LINKS

CDC Coronavirus

<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

CDC Community Levels

<https://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html>

CDC Data Tracker-Community Transmission by County

<https://covid.cdc.gov/covid-data-tracker/#datatracker-home>

CDC COVID-19 By County

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>

City of Des Moines COVID Response Site

<https://www.dsm.city/covid19>

Test Iowa

testiowa.com

Vaccinations

vaccines.gov

MAYOR'S PROCLAMATION AMENDMENT REQUIREMENTS

Applicant confirms its willingness, ability, and capacity to comply with the following in its use of this City facility, in compliance with the City of Des Moines Mayor's Proclamation Amendment:

A. Face Coverings. Consistent with the authority granted me by the Iowa Code and City of Des Moines Municipal Code referenced above, I therefore direct, require and order that all persons in the City of Des Moines shall wear a face covering such as a cloth mask, surgical mask, plastic shield or similar covering that covers their nose and mouth when in a public place in all of the following circumstances unless as excepted in subsection (c) below:

- a) 1) When outside one's residence or dwelling place and unable to stay at least six (6) feet away from other persons;
- 2) When inside any indoor public settings or place of public accommodations as defined in City of Des Moines Municipal Code Chapter 62, including without limitation all retail stores, restaurants, bars, taverns and other accommodations;
- 3) When in any other public settings that are not one's residence or dwelling place with persons who do not live in the same residence or dwelling place;
- 4) When using public transportation or private car service (including taxis, ride share, or carpooling).

b) No organization that is a public accommodation of any sort, including without limitation, a business that is open to the public, may provide service to a customer or allow a customer to enter its premises, unless the customer is wearing a face covering as required by this Proclamation, and such organizations must post signs at entrance(s) instructing customers of their legal obligation to wear a face covering while inside pursuant to this Proclamation.

c) The provisions of this section shall not apply to the following persons:

- 1) Persons under 2 years of age;
- 2) Any person who has trouble breathing, is currently on oxygen therapy or on a ventilator;
- 3) Any unconscious or incapacitated person or any person who is otherwise unable to remove the face covering without assistance;
- 4) Any person who has been told in writing by a medical, legal, or behavioral health professional not to wear face coverings when that writing is carried on the person not using an otherwise required face covering unless such inquiry is prohibited by Federal or State law;
- 5) Any person actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel;
- 6) Any person traveling in a personal vehicle alone or with members of the same household;
- 7) Any person who is alone or in the presence of only members of the same household;
- 8) Any person exercising at moderate or high intensity (e.g. jogging or biking);
- 9) Any person seated at a food establishment when actually engaged in the process of eating or drinking;
- 10) Any person actually obtaining a service that would require temporary removal of the persons face covering (e.g. dental, orthodontic or medical services);
- 11) Any person for whom a face covering would be violative of a sincerely held religious belief or doctrine;
- 12) When Federal or State law prohibits wearing a face covering or requires the removal of the face covering.

B. Gatherings

a) The terms restricting indoor and outdoor gatherings contained in Section B of the Proclamation amendment dated February 22, 2021 shall remain in effect through April 30, 2021.

b) I direct that effective May 1, 2021, the City Manager implement reasonable and appropriate health measure rules under the circumstances for each indoor gathering on public property or public right-of-way to ensure the health of City employees and visitors including use of face coverings, social distancing practices, reduced or limited

facility or room capacity, increased facility ventilation, increased hygiene practices and other public health measures to reduce transmission of COVID-19 consistent with guidance issued by the IDPH and the CDC. Further, the City Manager, in consultation with the Parks and Recreation Director, is directed to implement such additional reasonable and appropriate health measure rules for any indoor City-sponsored recreational league or activity to ensure the health of all athletes and participants including spectators which may include limitation on the number of athletes, participants and/or spectators to a number that permits social distancing. All indoor gathering, recreational league or activity participants, visitors, athletes or spectators shall comply with all health measure rules and any adjustments thereto imposed by the City Manager to reduce the transmission of COVID-19. The City Manager or his designees are authorized and directed to immediately terminate any non-compliant indoor gathering.

c) I further direct that effective May 1, 2021, the City Manager implement reasonable and appropriate health measure rules under the circumstances for each outdoor social, recreational, community or leisure gathering or event, including, but not limited to a farmers' market, organized race/run/walk, parade, expressive activity, festival, convention, recreational league or activity, commercial or residential street block party, or fundraiser on public property or public right-of-way to ensure the health of participants and members of the public including use of face coverings, social distancing practices, increased hygiene practices and other public health measures to reduce transmission of COVID-19 consistent with guidance of the IDPH and the CDC and, for any food service, the Iowa Department of Inspections and Appeals. Further, the City Manager is directed to implement such additional reasonable and appropriate health measure rules to ensure the health of all participants which may include a limitation on the number of participants to a number that permits social distancing and, in the case of a previously leased or previously granted concession for exclusive use property, a percentage limitation of facility capacity that permits social distancing. The gathering organizer or sponsor and all participants shall comply with all health measure rules and any adjustments thereto and lawful permit requirements imposed by the City Manager to reduce the risk of transmission of COVID-19. The City Manager or his designees are authorized and directed to revoke an issued permit for any non-compliant outdoor gathering.

As part of the permit application to conduct a gathering or event, the gathering organizer or sponsor must document its willingness, ability and capacity to comply with all the required health measure rules. If the City Manager reasonably determines that the gathering organizer or sponsor is unwilling, unable or otherwise incapable of complying with all the health measure rules, the City Manager shall not issue a permit for the gathering or event and such gathering or event shall be prohibited. I further determine and direct the Police Chief to enforce such direction to avoid any prohibited gatherings or avoid gatherings not in compliance with all health measure rules and any adjustments thereto and/or lawful permit requirements imposed by the City Manager, whether formally or informally organized.

d) I further direct and authorize the City Manager to make adjustments to health measure rules under the circumstances applied to each gathering that may be either more restrictive or less restrictive and are appropriate based on current community spread of COVID-19 so that such gathering can be held in a reasonably safe manner.

e) I further strongly urge—consistent with the recommendations and strong encouragement of the Governor and CDC— that organizers or hosts of indoor and outdoor private gatherings on private property take reasonable and appropriate health measures under the circumstances of each gathering to ensure the health of participants and members of the public in compliance with all applicable requirements and guidance of the Governor Proclamation, IDPH and CDC.

C. Provision of Face Coverings. Given the evidence that demonstrates reduced risk of transmitting and contracting COVID-19 by use of face coverings, I hereby direct the City Manager to continue the City program using his emergency procurement authority to procure and distribute face masks to members of the public not using face masks in the situations above described, utilizing city employees, volunteers, non-profits and other concerned individuals willing to disseminate such face coverings.

D. General. This Amendment to the previously issued and amended Proclamation of emergency and public danger is part of an ongoing response of the City of Des Moines to protect public health and safety and may be modified

or superseded with more restrictive proclamations at any time as circumstances warrant and in all other respects and purposes, the prior amended Proclamation as hereby further amended continues in full force and effect.

With respect to the terms of Section (A), Section (B) and this Section (D) herein, per City of Des Moines Municipal Code Section 2-168(c), the public is advised that the violation of a Mayoral Proclamation of emergency or of any subsidiary proclamation thereto evidencing the exercise of emergency powers or of any rule or order issued pursuant thereto by the Mayor or the City Manager or of any order issued pursuant thereto by any peace officer or of any directive issued by designated emergency services personnel pursuant thereto shall constitute a violation of that Section and shall be punishable as a misdemeanor as provided by City of Des Moines Municipal Code Section 1-15.

PARK RULES FOR USE OF FACILITY

In addition to the Rules below, Des Moines Municipal Code Chapter 74 applies to all activity with the City of Des Moines Parks and Recreation facilities.

Generally Applicable Des Moines Municipal Code Requirements and Restrictions:

Alcohol: No use, possession or consumption of alcohol, including beer, wine, or alcoholic liquor, except pursuant to a permit issued by the Parks and Recreation Director during adult events. Sec. 74-92(a)6: "It is unlawful for any person to use, possess or consume beer, wine or alcoholic liquor in any city park, including all park roads and parking areas in parks, except by issuance of a permit or pursuant to a concession and either: Such use, possession or consumption is during an adult event at the Carney Softball, James W. Cownie Soccer and Baseball Parks, or George Davis Softball Park. Such use, possession or consumption is allowed at fields at James W. Cownie Soccer Park, Savage Softball Complex, and George Davis Softball Park in use for adult events except when other fields are in use for youth events. Sec. 74-92(d): In addition to the above requirements, a state liquor control license and approval of the parks and recreation board is required in order to use, possess or consume keg beer or alcoholic liquor. **No glass containers.** Sec. 74-96.

Dogs/Pets: No dog/pets shall be allowed to run at large in any public park. Sec. 74-99.

Fire: No person shall kindle, build, maintain or in any way light a fire in any city park except in barbeque grills or stoves in places designated as picnic areas, or by permit from the parks and recreation director. Sec. 74-94.

Firearms, Explosives, Weapons, Fireworks: No person shall use firearms or other weapons within any city park, community recreation center or recreational facility unless permitted under section 70-86 of the Municipal Code. No person shall use or possess explosives or fireworks as defined in article VI of Chapter 46 of the Municipal Code and novelties as defined in American Pyrotechnics Association Standard 87-1, Chapter 3, in any city park, community recreation center or recreational facility. Sec. 74-95.

Signage: Only temporary posting of signs in connection with and during an event may be allowed and must be approved by the Parks and Recreation Director. Sec. 74-102.

No Smoking: No smoking, vaping or tobacco chewing on the facility or. The use of all tobacco products (of any kind) is prohibited upon the premises of any City park or recreation facility property or within 25 feet of the entrance to any city park or recreation facility property. Lighted cigarette, pipe, vaping or electronic smoking devices are not allowed. Sec. 74-111.

Trees, Shrubs, Plantings and Wildlife: No person shall in any manner deface, disturb, injure or remove any tree, shrub, turf, or plant standing or growing in any city park or recreation facility or pick or destroy any flowers or seeds growing therein. No person shall feed, remove or attempt to remove, disturb, injure, or kill any bird, waterfowl or other animal in any city park or recreation facility. No person shall cut or remove any wood, turf, grass, soil, rock, sand or gravel from any city park without a written permit from the parks and recreation director.

Gray's Lake Park Rules:

1. Boating:

- a. If utilizing a motor, only electric trolling motors are permissible.
- b. Because of high overhead voltage lines, sailboats are limited to a 24-foot maximum height and must remain 30 feet from the trail bridge.

2. Bicycle and Pedestrian Bridges:

- a. Fishing or jumping from the Kruidenier, Coleman and Raccoon River Trail bridges is not allowed.

3. Fishing/Ice Fishing:

- a. Fishing is allowed in all areas except from the trail bridges and boat docks.

4. Pets:

- a. Pets must be leashed at all times.
- b. Owners shall clean up and remove pet waste.

5. Beach Rules:

- a. Swim at your own risk.
- b. Non-swimmers should wear life jackets; life jackets are available to check out at the concession stand and at the beach for no cost.
- c. Watch children at all times.
- d. No dogs allowed on beach.
- e. No swimming after sunset.
- f. Staff will not be responsible for holding any patron's personal items, except an ID or license for equipment checkout/rental.

6. Traffic:

- a. No driving and/or parking on the grass. Motorized vehicles or equipment are not allowed on city property other than parking lots and park roads, unless using a mobility assisted device or other as approved by staff.

7. Events:

- a. Signage promoting events and businesses in the park are *not* allowed. Event signage is allowed during the time of the event and such signage is approved by the Parks and Recreation Director.
- b. Floating devices of any kind, except boats, are *not* allowed on the lake.
- c. Tents must be anchored with a weight system, no stakes allowed in turf or on hard surfaced areas. Tent locations must be pre-approved.
- d. When using equipment with legs, such as risers and platforms, in turf areas, the use of shims or plywood under the legs are required to minimize turf damage as well as underground utilities.
- e. At no time shall heavy equipment be allowed on interior park areas, i.e. trucks, skid loaders, etc.
- f. There shall be no painting on any hard surface areas within the park.
- g. The user is responsible for the collection and removal of all trash associated with their event and at their sole cost.
- h. The display of banners, tents, signage, etc. shall not be placed or anchored on any structures.
- i. The renter shall be responsible for the supervision of the event, safety of the attendees and security of the park infrastructure.
- j. Additional fees may be assessed if after the event, the grounds are not left in a clean and sanitary manner. This includes paint, oils, grease, litter, etc.