



2012 ULTRAMAN UK INVITATION AND ACCEPTANCE KIT

Ultraman UK Guidelines from our website (www.ultramanuk.com). Make yourself familiar with ALL the information in the manual. Make as many copies as you need for your team.

Complete and sign all necessary forms: - please make all entries legible, complete and accurate when filling in the forms. Email the entire Invitation Package back to Ultraman UK prior to May 1st, 2012. Keep a copy for yourself.

a) Athlete Agreement - Carefully read the agreement. Initial the bottom right of the front page in the space provided. Legibly print your name, sign and date the last page of the form in the spaces provided; do so in front of a witness and have him/her complete the appropriate information in the spaces provided. By your signature on the Athlete Agreement contained in this kit, you hereby accept an invitation to participate in the 2012 Ultraman UK. Your signature verifies that you have read and understand the official Athlete Agreement. Further you realise that you may not be able to register for the event unless you pay in full all fees and amounts due as are required in conjunction with the event.

b) Team Assistance & Crew Meals/T-shirts - Your entry fee includes the following: 3 Pre-Race Breakfast Tickets (1 Athlete, 2 Land Crew), 3 Post Race Banquet Tickets (1 Athlete and 2 Land Crew), Daily Stage Betws-Y-Coed Breakfast Tickets (1 Athlete and 2 Land Crew), 3 Massages (1 Athlete **OR** 1 Crew Member After Each Stage), 3 Crew Shirts (2 Land Crew and 1 Swim Escort).

Complete and sign the form and return as soon as possible. Anticipate your needs now for additional crew and/or family members that may accompany you so that organizers can provide all the materials requested.

c) Medical Information Form – Read the Medical Form carefully. Complete all applicable sections. Sign and date the form. This is for your own safety and well being in the case of an emergency.

d) Insurance - Check with your own insurance carrier to be sure that you have appropriate medical insurance in case of accident during an athletic event. Some carriers do not automatically cover participants in athletic events when purchasing travel or out of country insurance. The event carries liability insurance; liability insurance does not cover medical expenses in the event of a serious medical emergency.

e) Accommodation – You are responsible for your own accommodation while in Betws-Y-Coed. Book your accommodation early as the race is during our tourist season and accommodation can be difficult to obtain if left too late. We encourage you to use the Best Western Waterloo Hotel, Betws-Y-Coed, as they offer special Ultraman room rates. You can access the Accommodation Guide from the Ultraman UK website if you wish to use other accommodation.

RETAIN A COPY OF THIS ENTIRE KIT AND KEEP IT FOR REFERENCE.

**11 Thompson Way,
Kettering,
Northampton
NN15 7EJ
ENGLAND
info@ultramanuk.com**

Legibly Print Your Name Here
ATHLETE AGREEMENT

EACH ATHLETE MUST READ, COMPLETE, AND SIGN THIS
FORM AND RETURN IT PRIOR TO THE START OF STAGE I

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

PLEDGE

On my Honour, at all times during my participation in the ULTRAMAN and its related activities (hereinafter "the Event"), I, as an official athlete, hereby pledge (1) to exercise sound, mature judgement and practice good sportsmanship; (2) to know and abide by the event regulations, guidelines, and the procedures and the conditions and instructions pertaining to them, knowing that the spirit, rather than the letter, in which they are written and presented is the more important consideration; (3) to show respect for and courtesy to all other athletes, support teams, event personnel, public officials, residents of Betws-Y-Coed and the public in general; (4) to recognise and remember that the event is, first and foremost, an individual endurance challenge where the spirit of camaraderie and goodwill are to be promoted and fostered whenever possible; and finally (5) to keep in mind that it is not how I finish relative to others that is important, but rather that, I do my best, participating in fairness and with respect to all.

BIKE SAFETY & RELEASE

By my signature below, I acknowledge that it is my responsibility to ensure that my bike and any related race equipment, is maintained in safe operating condition at all times while on the event course. I hereby assume full responsibility for this equipment during the event and **WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE** anyone connected with the event and all releases and other indemnities named below from any and all liability or other claims that may arise in connection with the use of this bike and any related equipment.

CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT

1. (A) I, the undersigned, have received and accepted an invitation to participate in the Event and will be referred to as "athlete" herein. In consideration of the acceptance of my application for participation in the Event, and in consideration for its organizing committee, owners, directors, members, staff, volunteers, sponsors, promoters, agents, employees, officials, Racing Quests Ltd and Ohana Loa Incorporated and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Event Officials"), allowing me the opportunity to participate in the Event: (1) I acknowledge that such an event is extremely strenuous, difficult, and hazardous, even for superbly-conditioned athletes under the most favourable circumstances; and
2. I am aware that no aid stations will be provided by the said Event and that absence of such aid and/or support has potential risk to myself; and
3. I understand that I am required to be accompanied by a support team at all times while on the event course and that procurement, organization, training and cost of such team is my responsibility; and
4. I further acknowledge that my participation in any part or all of such an event is a potential hazard to myself and members of my support team and has risks of property damage and/or loss, personal injury, sickness, and/or death, including but not limited to hazards caused by terrain, water, weather, my own health and condition and the health and condition of support team members, other athletes, vehicular traffic, negligence on the part of my support team or the support team members of other athletes, acts of other athletes themselves, lack of hydration, and other risks inherent in participating in an event which is conducted in open waters, on unrestricted roads and on private property; and
5. I understand and hereby accept any and all risks inherent in my participation in the Event and its related activities.

Initials: _____

1. (B) With full knowledge of the risks and hazards to which I am exposing myself by participating in the Event, and with full knowledge and understanding of the limited aid and support facilities that will be available to me from Event Officials and my support team, and in further consideration of the acceptance of my application and the opportunity to participate, and for myself as an individual, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns, and each of them, **I WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE** said Event Officials, each and every member of my support team, any team coordinator(s), staff, volunteers, members, sponsors, promoters, agents, employees, officials, and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Releasees") from any and all liabilities, actions, claims, demands, costs, and expenses, including attorney's fees and costs, which I, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns, or each of them may have or assert, now or in the future, against said releases and other indemnities or any of them arising out of or in any way connected with my participation and the participation of any other athlete and/or members of a support team (whether a signature hereto or not) in the operations of the Event, including activities in route to or from that event and including but not limited to any property damages and/or losses, injuries and sicknesses, of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me, even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any of said Releasees, other indemnities, athletes, support team members, or any members of the general public.
2. **PHYSICAL AND MENTAL CONDITION:** I hereby attest and verify that I am physically and psychologically fit and have sufficiently trained to safely participate in the Event and all its related activities, and that, said condition has been verified by a licensed medical doctor. I attest and verify that I have evaluated my own physical and psychological condition and I warrant that said condition is such that I can safely participate in the Event without exposing myself, other athletes, members of other support teams, said Releasees, or members of the general public to a risk of harm. I certify that the nature of the Event has been explained to me, the risks to me as an athlete, each member of the support team, other athletes and their support teams, and the general public. Further, as signature to this document, I hereby consent to receive medical treatment in the event of my injury, accident or sickness during the Event when such treatment is deemed as advisable by qualified medical personnel, and hereby **WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS AND AGREE NOT TO SUE** any and all persons who advise or administer such treatment and their personal representatives, heirs and next of kin, successors, assigns, and each of them (hereinafter "Medical Personnel") from any and all liabilities, actions, claims, demands, costs and expenses, including attorney's fees and cost arising out of or in any way connected with treatment or action by said Medical Personnel, including but not limited to any property damages and/or losses, injuries and sicknesses, of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any said Medical Personnel
3. **DISQUALIFICATIONS:** I acknowledge that if, in the best judgement of qualified Medical Personnel or event officials, it is reasonably necessary to disqualify me from any further participation in the event, that such decision is final and is not subject to dispute at the time of disqualification. Upon disqualification, if any, I agree that I will voluntarily withdraw from any further participation in the Event. Further, I understand that, due to my physical, emotional and/or psychological condition at the time of any such disqualification, I may not be able to rationally and objectively make decisions regarding my physical, emotional and/or psychological condition or ability to continue participation in the event and I guarantee that in the event of disqualification, members of my support team will use their best efforts to prevent me from any further participation and that they will escort me to such location as either the disqualifying person or other officials person(s) may deem best for my safety, health and welfare. By my signature below, I specifically agree that (A) I will withdraw from any further participation upon any disqualification and that such withdrawal or any other withdrawal from the event will be reported as required by event officials and (B) failure to make said report may preclude further participation.

Initials: _____

4. **MISCELLANEOUS:** (A) By my signature below, I (1) understand that the ULTRAMAN name and symbol are registered service marks licensed to Ohana Loa Incorporated and agree not to reproduce or use said marks for any purpose whatsoever without prior written permission; and (2) agree to and grant full permission for the perpetual and unlimited free use of names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, and any and all use of such that the Releasees may wish to make for promotional and other purposes of any kind related to this Event or other events sponsored by the Releasees. This release is made with the understanding that I, as an athlete, will not receive any consideration or compensation for the use of my names, photographs, pictures, likenesses, and/or voices in any broadcast, telecast, promotion, publication, or other similar items for the purposes referred to herein or any commercial purpose arising out of or relating to the Event. I further acknowledge and agree that once I have accepted the invitation to participate in the Event and have submitted my application fee, such fee will not be refundable except under special circumstances noted in the event guidelines, and that my rights or interests as such an invitee will not be transferable. I realize that any attempts to transfer my invitation or right to participate in the Event or any failure to adhere to this Agreement and any event regulations, guidelines, and procedures will be viewed by Event Officials as acts of bad faith on my part, and that they will initiate such sanctions against me as they in their sole discretion deem appropriate, including but not necessarily limited to refusal to allow me to participate in any future ULTRAMAN events. Said Event Officials reserve the right and specifically notify the athlete that any such acts of bad faith may, in their sole discretion, cause them to notify the various organizations in United Kingdom and elsewhere involved in the production of athletic events of said acts of bad faith.
- 5 (B) I (1) acknowledge that the ULTRAMAN PLEDGE, ULTRAMAN BIKE SAFETY & RELEASE FORM and this ULTRAMAN CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT constitutes the ULTRAMAN ATHLETE AGREEMENT (herein "Agreement"); (2) assume full and complete responsibility for my physical, emotional and psychological condition, my own safety, health and welfare, and for the safety, health, and welfare of my team members; (3) understand and agree that this Agreement shall be governed and interpreted in accordance with the laws of the United Kingdom and the parties hereto intend it to be interpreted and enforced so as to provide indemnification to the Releasees and all indemnities described herein to the fullest extent permitted by law; (4) irrevocably consent that any action or proceeding arising or instituted hereunder shall be brought only in the United Kingdom; (5) agree that I have carefully read and understand all of the terms and conditions of this Agreement, the APPLICATION KIT, and this INVITATION & ACCEPTANCE KIT; (6) hereby declare that the information that I have provided in the official Event application and other official forms is true and correct; (7) acknowledge and understand that this Agreement affects the legal relationship between myself, the parties designated as Releasees, Medical Personnel, and other indemnities; (8) understand and agree that I will become legally bound by the terms of this Agreement when I sign it in the place designated for such purposes; (9) understand and agree that my signature on the Agreement may result in a limitation of my legal rights; and (10) sign it freely and without coercion in return for the opportunity to participate in the Event.

 ATHLETE PRINTED NAME

 ATHLETE SIGNATURE

 DATE

 WITNESS PRINTED NAME

 WITNESS SIGNATURE

 DATE

WITNESS ADDRESS: (must be provided) _____

2012 ULTRAMAN UK TEAM ASSISTANCE & CREW MEALS/T-SHIRTS

COMPLETE AND SIGN THIS FORM. RETURN THE ORIGINAL WITH YOUR ATHLETE AGREEMENT.

Anticipate your needs now for additional crew and/or family members that may accompany you, so that organizers can provide all the materials requested Advance payment of all fees by pay pal, bank transfer, or cheque.

COMPETITOR INFORMATION

Last Name: _____ First Name: _____ **ACCORDING TO YOUR NEEDS, SELECT ANY OF THE FOLLOWING:**

A ___ SWIM ESCORT ___ CRAFT

If you require one or both please tick the appropriate space(s). We have included Swim Escorts in our Pre Race Breakfast.

Name of your swim escort (if supplying your own):

B ___ LAND CREW 1 2 UMUK will do its best to supply extra land crew as required. (It is not a guarantee) Circle number of people required to complete your crew. Land crews must be a **minimum of 2 adults**. If you are supplying your own land crew provide their names below.

Land Crew: (1) _____

(2) _____

Indicate shirt sizes for land crew and swim escort you are supplying:

___ SM ___ MD ___ LG ___ XL

C ___ ADDITIONAL CREW SHIRTS ___ SM ___ MD ___ LG ___ XL ___ x £15 = £ _____

Included in entry fee - 3 Crew Shirts (2 Land Crew, 1 Swim Escort)

(These are not Souvenir Shirts – Souvenir Merchandise will be available at Registration & Awards)

D ___ ADDITIONAL PRE-RACE BREAKFAST ___ x £20 £ _____

Included in entry fee - 3 pre - race Breakfast Tickets (1 Athlete and 2 Land Crew)

E ___ ADDITIONAL AWARDS BANQUET ___ x £25 = £ _____

Included in entry fee - 3 Banquet Tickets (1 Athlete, 2 Land Crew)

Included in entry fee

Massages (1 Athlete **OR** 1 Crew Member after Each Stage)

TOTAL = _____

1 Finishers Award

Indicate shirt size for Athlete Finisher Shirt:

MEN: WOMEN:

___ SM ___ MD ___ LG ___ XL ___ SM ___ MD ___ LG ___ XL

By my signature below I (1) acknowledge and understand that (a) team assistance, as explained in this form, may only be available by advance arrangements through the Ultraman UK, (b) total costs shown above DO NOT INCLUDE costs for team vehicle, fuel, lodging, food & other variable expenses, (c) all independent team arrangements and costs, including those listed in (b) are my responsibility, and (d) ULTRAMAN UK, Racing Quests Ltd. assumes no responsibility for any arrangements made through team members, and (2) waive, release, and discharge all team members, and ULTRAMAN UK, Racing Quests Ltd. from any liabilities or claims for any harm or injuries incurred by me as a result of any actions by such persons in connection with this event. Further I indemnify and hold harmless and agree not to sue such persons or entities.

ATHLETE SIGNATURE: _____ DATE: _____

MEDICAL INFORMATION FORM (CONFIDENTIAL)

EACH ATHLETE MUST READ, COMPLETE, AND SIGN THIS FORM AND RETURN IT TO ULTRAMAN UK. FAILURE TO FILL THIS FORM OUT COMPLETELY AND HONESTLY MAY RESULT IN NON PARTICIPATION

PLEASE TYPE OR PRINT LEGIBLY

A copy of this completed form will be given to your team captain as part of the team registration process and must be carried in the support vehicle at all times. Please be careful, legible, and accurate in your completion of the information requested; it may be vital in the event of an accident or other medical problem. Use additional sheets if necessary.

PERSONAL INFORMATION:

Last Name: _____ First Name/Initial: _____

_____ Residence Address: _____

City: _____ State/Country: _____

I speak these languages: ENG FR GER SP JPN Other: _____

EMERGENCY CONTACT INFORMATION:

In the event of a serious medical emergency, please contact the following: Name:

_____ Relationship: _____ Phone # _____

Name of Next of Kin (if other than above): _____

Relationship: _____ Phone #: _____

Local Contact: _____ Phone #: _____

MEDICAL INFORMATION:

Blood type (If Available) _____ I am allergic to: _____

I wear contact lenses (circle all that apply) YES NO Both Eyes / Right Eye Only / Left Eye Only Soft / Hard I am taking the following medication:

I have the following pre-existing medical condition(s):

I have been hospitalized in the last five years for:

Is there anything else in your medical history that medical personnel should be aware of? YES ___ NO ___ (If YES, please explain)

PERSONAL PHSYICIAN: Name: _____ Phone #: _____

Mailing Address:

MEDICAL INSURANCE INFORMATION:

Company Name: _____ Policy

Number: _____ Mailing Address: _____

By my signature below, I hereby (1) consent to receive medical treatment in the event of my injury, accident, or sickness during this event when such treatment is deemed advisable by qualified medical personnel, and (2) waive, release and discharge said medical personnel, all team members, and ULTRAMAN UK, Racing Quests Ltd. from any liabilities or claims for any harm or injuries incurred by me as a result of any actions by such persons in connection with this event. Further, I indemnify and hold harmless and agree not to sue such persons or entities.

ATHLETE SIGNATURE: _____ DATE: _____
