



**FEBRUARY 9 to 11, 2024**

**ATHLETE AGREEMENT  
WAIVER AND MEDICAL FORMS**

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**ULTRAMAN FLORIDA 2024**

**ATHLETE AGREEMENT FOR \_\_\_\_\_**  
(name of athlete)

**Congratulations** on your journey to compete in the 2024 Ultraman Florida event.

**Complete and sign all necessary forms:** Please make all entries legible, complete and accurate when filling in the forms. Email back to [ultramanflorida@gmail.com](mailto:ultramanflorida@gmail.com). Keep a copy for yourself.

**Athlete Agreement Waiver**

Carefully read the agreement. Initial the bottom left of each 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 this agreement to participate in the Ultraman Florida event. Your signature verifies that you have read and understand this official Athlete Agreement.

**Schedule of Events**

It is especially important that you review the following Schedule of Events:

***Sunday, February 4 to Tuesday, February 6, 2024***

ATHLETE ARRIVALS

RECOMMEND Drive the Race Courses

\_\_\_\_ initials

**Wednesday, February 7, 2024**

9:00am to 4:00pm - Athlete Check-in (*other days/times available for a fee*)

*Check-in is mandatory for all athletes and crew chiefs*

RECOMMEND Drive the Race Courses

OPTIONAL Premium Athlete Check-In times available for \$200 fee

**Thursday, February 8, 2024**

9:00am - MANDATORY Race Briefing Brunch at Gabby's Banquet Hall

RECOMMEND Prep Crew Vehicles

OPTIONAL Premium Athlete Check-In times available for \$200 fee

**February 9/10/11, 2024**

RACE DAYS!!

**Monday, February 12, 2024**

AWARDS BRUNCH!

**Monday, February 12 – 5:00PM OR LATER**

ATHLETE DEPARTURES

You will need to take this schedule into consideration when making travel plans for yourself and your crew. Note the times for Athlete Check-In and the Race Briefing (mandatory for both you and your crew chief). ***We recommend you arrive in Orlando no later than Monday, February 6th (in case of flight delays) and depart on February 13th or later.*** We do NOT mail athlete awards – you must be present at the Awards Brunch to pick up your goodies, or designate a crew member to pick them up for you. Please plan accordingly!

**Support Team**

Due to the length and nature of the event, it is mandatory that you have a support team of at least two (2) adults, with a maximum of four (4) adults. In addition, you are required to have no more than one (1) vehicle accompany you throughout all stages of the event, which includes a seatbelt for every crew member plus you (the athlete). You will not be allowed to participate without a crew team and a vehicle. Each athlete is responsible for securing, organizing, and training his/her support team. In addition, the team member who is designated Crew Chief will act as the official spokesperson for the athlete and team and will be required to attend all pre-race briefing sessions (other members are encouraged to attend as well).

The entry fee will include the following: 3 pre-race Briefing Brunch Tickets (1 Athlete and 2 Crew); 3 Awards Brunch Tickets (1 Athlete and 2 Crew); 3 Massages (one at the end of each stage for 1 Athlete OR 1 Crew Member); 1 Athlete Shirt, 2 Crew Shirts, 1 Duffel Bag, 1 Kayak Rental, Finisher Jacket, Finisher or Participant Award.

**NOT INCLUDED** are the following:

- Accommodations while in Orlando
- Transportation to and from Orlando
- Meals other than those listed as part of the entry fee
- Athlete nutritional needs
- Other race supplies
- Vehicle rental
- Meal tickets for extra crew members

\_\_\_\_\_ initials

- Crew Shirts for extra crew members
- Kayak Paddler Escort

**It is the responsibility of the athlete to cover all the expenses of the Support Team members unless otherwise previously agreed between them.**

### **Unused Items and Extras**

No credits will be given for unused tickets, massages or other items included in the entry fee. You may order additional meals tickets, massages, crew shirts, and kayak/swim escort, at any time up until December 31, 2023.

### **Trademark and Event Logos**

The event name and logos are registered marks, which may NOT be used or reproduced in any manner without prior written consent from the Event/Race Director. This includes, among other things, team shirts or other garments, banners and signs. Such marks, as well as selected sponsor logos, may be required to be worn or displayed by the athlete and team members during certain portions of the event. Notification of such requirements, if any, will be made as part of the registration process. Athletes may make copies of pertinent written materials in connection with preparations for the event; however, such copies are for personal use only and may only be distributed to bona fide team members, who may not reproduce them in any manner thereafter.

### **Refund and Withdraw Policy**

If an athlete is accepted to race Ultraman Florida, and has to drop out at some point, the following cancellation fees will apply:

- Cancel before May 31 = \$400 cancellation fee
- Cancel June 1 to June 30 = \$600 cancellation fee
- Cancel July 1 to July 31 = \$800 cancellation fee
- Cancel August 1 to August 31 = \$1,000 cancellation fee
- Cancel after September 1st = NO REFUND

## **ATHLETE WAIVER**

**READ, COMPLETE, AND SIGN THIS FORM**

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

### **ULTRAMAN PLEDGE**

On my Honor, at all times during my participation in the ULTRAMAN Florida and its related activities (hereinafter "the Event"), I, as an official athlete, hereby pledge (1) to exercise sound, mature judgment and practice good sportsmanship; (2) to know and abide by the event regulations, guidelines, and the procedures and the

\_\_\_\_\_ initials

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 Florida and the public in general; (4) to recognize and remember that the event is, first and foremost, an individual endurance challenge where the spirit of camaraderie and goodwill are to be promoted and fostered whenever possible; and finally (5) to keep in mind that it is not how 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, 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 favorable circumstances; and (2) I am aware that no aid stations will be provided by said Event and that absence of such aid and/or support has potential risk 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 highways and/or streets, and on private property; and (5) I understand and hereby accept any and all risks inherent in my participation in the Event and its related activities

(B) With full knowledge of the risks and hazards to which I am exposing myself 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 Releases, other indemnities, athletes, support team members, or any members of the general public.

\_\_\_\_\_ initials

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 Releases, 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. I realize that I may be subject to unannounced drug testing as provided for by USA Triathlon's agreement. 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 judgment 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 (1) I will withdraw from any further participation upon any disqualification and that such withdraw or any other withdraw from the event will be reported as required by event officials and (2) failure to make said report may preclude further participation.
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 Releases may wish to make for promotional and other purposes of any kind related to this Event or other events sponsored by the Releases. 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 to specifically notify the athlete that any such acts of bad faith may, in their sole discretion, cause them to notify the various organizations in the United States and elsewhere involved in the production of athletic events of said acts of bad faith.
5. 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 State of Florida/United State of America and the parties hereto intend it to be interpreted and enforced so as to provide indemnification to the Releases and all indemnities described herein to the fullest extent permitted by law; (4) irrevocably consent that any action or proceeding

\_\_\_\_\_ initials

arising or instituted hereunder shall be brought only in the State of Florida; (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; (7) hereby declare that the information that I have provided in the official Event application and other official forms is true and correct; (8) acknowledge and understand that this Agreement affects the legal relationship between myself, the parties designated as Releases, Medical Personnel, and other indemnities; (9) 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; (10) understand and agree that my signature on the Agreement may result in a limitation of my legal rights; and (11) 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)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Legibly Print Your Name Here

## ATHLETE MEDICAL INFORMATION FORM

**READ, COMPLETE, AND SIGN THIS FORM**

(CONFIDENTIAL)

**EACH PARTICIPANT MUST COMPLETE AND SIGN THIS FORM.  
FAILURE TO FILL THIS FORM OUT COMPLETELY AND HONESTLY  
MAY RESULT IN DISQUALIFICATION.  
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:

### 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 #: \_\_\_\_\_

Florida Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

### MEDICAL INFORMATION:

Blood type: \_\_\_\_\_ 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: \_\_\_\_\_

I have been treated in a race medical tent for: \_\_\_\_\_ Year(s): \_\_\_\_\_

Is there anything else in your medical history that medical personnel should be aware of? YES\_\_ NO\_\_

(If YES, please explain): \_\_\_\_\_

PERSONAL PHYSICIAN: Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_ initials

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Legibly Print Your Name Here

**MEDICAL INSURANCE INFORMATION:**

Company Name: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

USAT members or permit holders who have signed a valid waiver may be eligible for excess medical expense coverage up to \$25,000 (\$1000 deductible) and accidental death and dismemberment insurance of \$10,000 according to the terms and conditions of the master policy. Report all claims on the USAT form provided by event officials. In the case of death or significant injury, call USAT at (719) 597-9090.

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 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.

PARTICIPANT NAME: \_\_\_\_\_

PARTICIPANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ initials