

USA Triathlon Event Sanction Agreement

Below is the contract between USA Triathlon and the race director. Please read carefully, fill in the appropriate names at the beginning of the contract, sign and return it to USAT. The business entities signature section applies to situations where a party other than the race director owns the event. In all cases the race director will sign the agreement. By signing this contract, you are warranting that your race will meet the minimum race sanctioning requirements as outlined in the event sanctioning requirements packet.

This sanction agreement ("Agreement") is made between the following entities: USA Triathlon ("USAT"), a California not-for-profit public benefit corporation; _____, the race promoter(s) or director(s) of the _____ (the "Event"); and all other persons or entities connected with the production of the Event and appearing as signatories to this Agreement. (All such race promoter(s), race director(s), and other signatories are referred to herein individually and collectively as "Race Director.")

In consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, USAT and Race Director agree as follows:

1. **Race Administration.** Race Director agrees, covenants, warrants, and represents that Race Director shall follow and ensure that the Event complies with all USAT's management criteria, safety guidelines, rules, regulations, policies, directives, decisions, and all procedures set forth in the USAT sanction manual entitled "Event Sanctioning Requirements & Guidelines." Race Director shall collect, as trustee on behalf of USAT, all required license fees, single event license fees, release forms, and race results, and shall deliver such items to USAT by either UPS or certified mail, return receipt requested, within the time period set forth in this sanction application.

2. **Limited Use of USAT Trademark.** Race Director shall be permitted to use USAT's principal trademark, consisting of USAT's name and primary logo, for the limited purpose of advertising and promoting the Event. Any use of USAT's name and trademark shall cease immediately after the Event or upon termination of the Event's sanction.

3. **Prize Money.** Race Director shall distribute any prize monies equally to all qualified men and women participants and shall pay, in full, the amount of all prize monies listed in the sanction application.

4. **Competitive Rules.** Race Director shall uphold and comply with all of USAT's Competitive Rules, as they may be amended from time to time, and shall ensure that the Event complies with all such Rules. Race Director warrants that any request for additions or exceptions to the Competitive Rules have been submitted in writing to USAT.

5. **Safety Guidelines.** It is expressly understood and acknowledged by Race Director that the requirements, standards, and guidelines established by USAT are intended to provide for the orderly administration of the Event and are not intended to guarantee the safety of participants. Race Director acknowledges that safety considerations may or may not require that additional precautions or measures be taken beyond the minimum requirements established by USAT, and Race Director agrees to take such measures to promote and conduct the safest event possible.

6. **Legal Claims and Event Records.** Race Director hereby covenants and agrees to cooperate in good faith with USAT and its agents in the event of any personal injury claims or other legal actions arising out of the Event and to maintain adequate business records for the Event for a period of at least six (6) years after the Event and to provide USAT access to such records. Business records include, but are not limited to, participant waiver forms, facility use agreements, vendor certificates of insurance, race participant census data, and accounting records.

7. **No Warranties or Agency.** It is understood and agreed that USAT makes no warranties, express or implied, to the Race Director, or other race promoters, sponsors, participants, volunteers, spectators, or any other person or entity related in any way to the Event. Under no circumstances shall Race Director act as the agent of USAT. There is no intent to create an agency, partnership, or joint venture relationship between USAT and the Race Director of the Event.

8. **Drug Testing.** Race Director hereby acknowledges that the Event may be selected for drug testing by USAT at the Race Director's expense, and, in such case, Race Director shall permit such testing to proceed and shall cooperate fully to ensure that all the facilities and assistance needed in order to comply with the protocol developed by USAT and the United States Olympic Committee are available. Race Director shall not conduct any drug testing without the prior written approval and supervision of USAT.

9. **Media Release.** Race Director hereby agrees to give USAT the right to use Race Director's and Event's name on any written, photographic, audio, or videotaped materials relating to the Event for advertising, promotional, commercial, educational, or other purposes, and Race Director hereby waives any right to additional consideration or compensation with respect to any such use.

10. **Warranty of Information.** Race Director warrants that all the minimum race sanctioning requirements for sanctioning with USAT will be complied with and that all information listed under Event Description of the Sanctioning Application is true and correct. Falsifying or misrepresenting information in the Sanctioning Application will result in either voiding or reducing the amount of insurance coverage made available to the Race Director or Event as part of USAT's sanctioning of the event.

If any statement set forth in the sanction application or any representation made to USAT in connection with the sanction application subsequently becomes untrue prior to the competition of the Event, Race Director shall immediately notify USAT in writing of the change in circumstances.

11. **Indemnification.** Each Race Director (as defined above), personally, and on behalf of all affiliated or related entities connected in any way with the promotion or administration of the Event, hereby, jointly and severally, indemnifies and agrees to defend and hold harmless USA Triathlon, its officers, directors, employees, and agents for and against any and all claims, liabilities, demands, obligations, debts, costs of litigation, attorney's fees, or other expenses related to or arising out of the organization or conduct of an Event that does **not** meet the minimum sanctioning requirements outlined in the Event Sanctioning Requirements and agreed to under Paragraph 1, "Race Administration of this Agreement."

12. **Grant of Sanction.** Provided that the Race Director and the Event comply with all the terms and conditions of this Agreement, USAT shall sanction the Event. USAT may terminate the Event's sanction at any time if a Race Director or the Event fails to comply with any of the terms of this Agreement or for any of the reasons listed on page two of the sanction application.

13. **Insurance.** USAT may process Race Director's application for insurance by delivering Race Director's application materials to USAT's insurance agency. It is expressly understood that USAT is not acting as an insurer or insurance agent. USAT makes no representations or warranties with respect to the insurance coverage, and Race Director shall read and be bound by the written terms of the insurance policy and certificates of insurance.

14. **Modifications.** This Agreement represents the entire agreement between both parties with respect to the sanctioning of the Event. No modification or amendment of this Agreement or waiver of any provision of this Agreement shall be valid unless it is set forth in writing and signed by the party to be charged.

15. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Colorado.

WHEREFORE, intending to be legally bound by the terms hereof, the undersigned have executed this Agreement on the date set forth next to their respective signatures.

_____ (*Race Director please initial here*) *By initialing you are stating that you have read and will follow the terms of the Requirements & Guidelines Manual in addition to adhering to the terms of the sanctioning agreement.*

INDIVIDUAL RACE DIRECTORS:

Printed/typed name _____
Signature _____
Date _____

Printed/typed name _____
Signature _____
Date _____

BUSINESS ENTITIES: (if party other than race director owns event)

Name of person or company: _____
By: _____ Date _____
Position: _____

Name of person or company: _____
By: _____ Date _____
Position: _____

Failure to maintain minimum race sanctioning requirements will be a breach of this contract and such breach may result in voiding any insurance coverage made available to the race. If a claim for damages should arise as a result of the failure to maintain minimum race requirements, the race director shall be responsible for the first \$10,000 of any loss.

This race is not considered approved and/or sanctioned until this agreement has been signed by a representative of USA Triathlon. It will be sent back to you, signed by USAT, as a binding contract for a sanctioned event.

USA Triathlon Signature

Date