

Saint Louis Triathlon Club (“STLC”, “the Club”, “we”, “us”, or “our”) respects your concerns about privacy and values the relationship we have with you. This Privacy Policy describes our privacy practices with respect to information collected through our websites, applications, and any other online service that links to this Privacy Policy. By using our Sites, you are accepting the practices described in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the Sites. We reserve the right to modify or amend the terms of our Privacy Policy from time to time without notice. Your continued use of our Sites following the posting of changes to these terms will mean you accept those changes.

What Information We Collect About You

To provide the best service to you, we collect personal information that you provide directly to us.

We may ask you to provide your personal information, demographic information or information about your preferences or interests when you:

- Become a STLC member or renew your membership
- Sign up to receive email newsletters from us
- Participate in surveys or special promotions
- Participate on social media accounts managed by STLC
- Participate in the website forum
- Submit user generated content on any part of the Sites that permit it
- Knowingly volunteer information on any other part of the Sites (i.e. request for customer service)

How We Use Your Information

We use the information we learn about you to help us personalize and continually improve your experience with STLC. We may use your personal information in the following ways:

General Uses

- Provide you with the products and services you request
- Post your user generated content to our Sites as you request
- Communicate with you about your account or transactions with us and send you information about features on our Sites
- Communicate with you about changes to our policies
- Send you newsletters, offers and promotions, Club Sponsors’ products and services, or special events by email or another medium
- Personalize content and experiences on our Sites and within emails sent to you

- Optimize or improve our products, services and operations
- Detect, investigate, and prevent activities that may violate our policies or be illegal

Who We Share Your Information With

Personal Information

Except as disclosed in this Privacy Policy, we do not use or disclose your personal information to any groups or businesses not part of STLC. We may provide your personal information to our Club Sponsors, but in no event will we sell or rent your personal information as part of a customer list or similar transaction without your express permission.

Social Media

Our Sites may provide you with the ability to register, log into, “like” or otherwise interact with third party social media services, including, but not limited to, Facebook, Instagram, Twitter, Pinterest, YouTube, and other social media services. These features may enable integration and/or access to your social media accounts. We do not control these social media services or your profiles on these services, and we do not establish privacy settings or rules for how your personal information on these services will be used. If you choose to log on to or submit information through any of these social media services, your personal information will be subject to the applicable social media service’s terms and conditions and your current privacy settings on such social media service. By accessing any social media service, you will be assuming the risk that the personal information you provide on that service may be viewed and/or used by third parties for any purpose. You agree that we are not responsible for any acts or omissions by these social media service providers.

Images

During the course of STLC training events, workshops, social events, clinics, volunteer activities, and races, members of the STLC board, or other STLC members may take photographs of you and others. By becoming a STLC member, you consent to allowing your image to be used on the STLC Site, social media sites, newsletters, advertising, and STLC promotional materials. Images will never be sold or used for commercial purposes other than to promote the activities of the Club. Members may request that personal images not be used on STLC Sites by writing to privacy@stlouistriclub.com

Security of Your Personal Information

STLC takes reasonable steps to help protect and secure your personal information. However, please remember that no data storage or data transmission over the Internet, or by other means, can be guaranteed to be 100% secure. Thus, STLC cannot ensure or warrant the security of any information you transmit to us. Therefore, you understand, acknowledge and agree that you transmit your personal information to our Sites at your own risk.

Third Party Content and Links to Third Party Websites

Our Sites may contain content hosted or served by third parties or link to websites operated by partners of STLC or third parties. Please be advised that the practices described in this Privacy Policy for STLC do not apply to information gathered by these third parties. We are not responsible for the actions and privacy policies employed by any third party, and our hosting of third party content or linking to third party websites does not constitute an endorsement of the content or business practices of those third parties.

Member Forum

Please remember that any information you share in our member forum, message boards or feedback sections, becomes available to other members, who may take and use that information. Please be careful about what you disclose and do not post any personal information that you expect to keep private.

Governing Law

These Sites are published in the United States. We attempt to protect the personal information of all users of our Sites and we attempt to comply with local data protection and consumer rights laws to the extent they may apply to STLC's services, but our Sites are located and targeted to United States citizens and our policies are directed at compliance with those laws. If you are uncertain whether this Privacy Policy conflicts with the applicable local privacy laws where you are located, you should not submit your personal information to STLC.

Notice to Non-US Users

If you are located outside the United States of America, you should be aware that your personally identifiable information will be transferred to the United States of America, the laws of which may be deemed by the your country to have inadequate data protection. If you are located in a country outside the United States of America and voluntarily submit personally identifiable information to us on the Sites, you thereby consent to the general use of such information as provided in this Privacy Policy and to the transfer of that information to, and/or storage of that information in, the United States of America.

Changes to This Privacy Policy

STLC may make periodic changes to this Privacy Policy at any time, without notice. We will not, however, materially change our policies and practices to make them less protective of personal information we have previously collected from you without your express consent

How To Opt-Out or Correct Your Information

You may always opt-out of receiving future emails and newsletters from STLC. We provide you with the opportunity to opt-out of receiving such communications from us by clicking on the "unsubscribe" link within the email you receive. You may also opt out of receiving further communications from us or correct your information by sending us a message at privacy@stlouistriclub.com

How To Contact Us

If you have any questions about this Privacy Policy, you may contact us as follows:

By mail:

St. Louis Triathlon Club
8816 Manchester Rd
Box 124
St. Louis, MO 63144

Email:

privacy@stlouistriclub.com

Waiver

By indicating your acceptance, you understand, agree, warrant, and covenant as follows:

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by St. Louis Triathlon Club (hereinafter "TriClub") in consideration for:

- (i) allowing me to become a member of TriClub and/or
- (ii) permitting me to participate in any TriClub-sanctioned event or activity; and I further understand and acknowledge that my statements are being relied upon by sponsors, organizers, administrators, volunteers, and other parties defined below as the "Released Parties."

1. I acknowledge that a physical activity such as but not limited to swimming, biking, or running, and a multisport event such as but not limited to a triathlon, duathlon, aquathlon (also "aquathon"), or aquabike (collectively hereinafter "Event") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with any Event. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss, or damage associated with my consumption of alcohol and/or drugs.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I WAIVE, RELEASE, and FOREVER DISCHARGE the TriClub, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including TriClub directors), volunteers, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of an Event. I acknowledge that running, bicycling, swimming, and other portions of an Event are inherently dangerous, I understand that events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected. I understand that I will be participating in an Event at my own risk, that I am responsible for the risk of participation in an Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in an Event. I further understand that any injury or damages incurred may be the result of negligence, omission, or carelessness by the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any TriClub Rule(s), and my actions or inactions which cause injury or damage to any other person.

5. I AGREE to abide by the Rules adopted by TriClub. I AGREE that prior to participating in an Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Event Organizer. I FURTHER GRANT to Event organizers, TriClub, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

6. The parent, spouse, or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated

and/or mentally challenged person, or spouse (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent, spouse, or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.