

EVENT WAIVER

HYROX-FITNESS RACING

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT RISKS RELEASE DECLARATION ("Release")

This document is a legally binding agreement that affects your legal rights. By participating in the Event (as defined below), you acknowledge that participation involves inherent risks and that, to the fullest extent permitted by law, certain legal claims against the Local Organiser (as defined below) may be limited or excluded as described in this Release.

For participants who are under eighteen (18) years of age or incapacitated, this Release must be accepted by their parent or legal guardian on their behalf before they are permitted to participate in the Event.

I. INFORMATION REGARDING THE EVENT AND ITS RELATED RISKS

1. Under the auspices of and in collaboration with the genuine rightsholder HYROX World GmbH, Hamburg/Germany ("HYROX World"), which is responsible for the overall management and international coordination of the event "HYROX – the World Series of Fitness Racing", HYROX UK LTD with registered offices at Burleigh House, 4th Floor, 355-359 Strand, London WC2R 0HS, UK ("Local Organiser" or "we" or "us"), organises, manages, stages and delivers HYROX and HYROX YOUNGSTARS fitness races and events within the territory of the United Kingdom (an "Event") as the local event Organiser. The individual named below (as a participant or parent/guardian) ("you") wishes to participate in an Event or enter their child or person under their guardianship ("Dependent") as a participant in an Event. In consideration for being permitted by the Local Organiser to participate in the Event and in recognition of the Local Organiser's reliance hereon, you agree to all the terms and conditions set forth in this Release.
2. Event: The Event is a mass-participation sports event. Details of the format of the event can be found at www.hydrox.com. Aside from the fitness race competition, the Event comprises other activities before and after the race, including but not limited to warm-up training sessions, briefings, and award ceremonies, both within and outside of the Event venue. You will be starting in 10-minute wave intervals. The competition area (called Roxzone) is reserved for participants only, fenced off from spectators and subdivided in relation to the individual workouts. The Event will be recorded live in the form of images, audio and audio-video for reporting and marketing purposes.
3. Physical Risks: You/the Dependent may injure themselves while participating in the Event, and such injury may cause permanent paralysis or death. The injuries may include but are not limited to, sprains, strains, fractures, overload, abrasions, spinal injuries, infections, strokes, and heart attacks. These can be caused, among other things, by the following behavior or circumstances (i) accidents while running and performing the individual workouts, (ii) contact or collision with other people or objects (e.g. with other athletes, spectators, staff, workout equipment or barriers), (iii) proximity to other people carrying a symptom-free infection (e.g. transmission of bacterial or viral infectious diseases) and (iv) problems related to the proper assessment and behavior of yourself and others (e.g., incorrect or inappropriate behavior by you or the other athletes, erroneous assessment by the staff), and (v) slippery surfaces in the vicinity of water stations within the Roxzone.

II. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK AND RELEASE

By signing or accepting this Release, you (hereinafter referred to as "I" or "me") hereby declare and agree to the following:

1. I acknowledge that participation in the Event involves participation in a strenuous athletic competition which may include running, the use of fitness equipment, obstacle or station-based activities, and exposure to other participants, course features, and Event conditions ("Activities").

EVENT WAIVER

2. I understand that these Activities are inherently dangerous and involve risks including, but not limited to, physical exertion and fatigue, slips, trips, and falls, collision with participants or objects, equipment use or failure, environmental, venue, and course conditions.
3. I represent and warrant that I/the Dependent am physically able to participate in the Activities. I understand and agree that it is my responsibility to consult with a physician prior to my/the Dependent's participation in the Activities, and I/the Dependent will stop or refrain from participating as soon as there are any indicators that endanger safety or health through participation. Should health issues or conditions become apparent during the Activities, I will inform the Local Organiser's staff and, if necessary, stop or cause the Dependent to stop participating in the Activities. I/the Dependent will follow any instructions given by the security and/or medical staff during the Activities.
4. I hereby consent to receive medical treatment deemed necessary if I/the Dependent am injured or require medical attention during participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Local Organiser, HYROX World, and all other Releasees (as defined below) from any claim based on such treatment or other medical services.
5. I acknowledge and agree that participation in the Event is voluntary, and I knowingly and freely assume all inherent risks of participation in the Event either for myself or on behalf of the Dependent.
6. **To the fullest extent permitted by law, I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Local Organiser, HYROX World, and their respective officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my/the Dependent's participation in the Activities, whether arising out of the negligence of the Local Organiser, any Releasees or otherwise. I covenant not to make or bring any such claim against the Local Organiser or any other Releasee and forever release and discharge the Local Organiser and all other Releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful and wanton misconduct, or any other liabilities that applicable law does not permit to be released by agreement.**
7. I shall defend, indemnify, and hold harmless the Local Organiser, HYROX World, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, and the costs of enforcing any right to indemnification under this Release, incurred by the Local Organiser, HYROX World or any other Releasees, arising out of or resulting from any claim of a third party related to my/the Dependent's participation in the Activity, including any claim related to my/our own negligence or the ordinary negligence of the Local Organiser.
8. I hereby grant the Local Organiser, HYROX World, their respective affiliates, partners, and authorised representatives (collectively, the "HYROX Parties"), as well as accredited media, the irrevocable right to photograph, film, record, and otherwise capture my name, image, likeness, voice, statements, and biographical information in connection with the Event. I acknowledge and agree that any such materials shall be the sole property of the HYROX Parties and may be used, reproduced, modified, distributed, displayed, or otherwise exploited by the HYROX Parties, in whole or in part, in any media now known or hereafter developed, worldwide and in perpetuity, for any lawful commercial or promotional purpose, without notice or compensation.

III. GENERAL

1. This Release constitutes the entire agreement between the Local Organiser and me with respect to the subject matter of assumption of risk, release, and limitation of liability. This Release supplements but does not replace or supersede any applicable Event Terms and Conditions agreed to in connection with registration for the Event.

EVENT WAIVER

2. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.
3. This Release and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the country in which the Local Organiser is domiciled. The courts of the country in which the Local Organiser is domiciled shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Release.

By signing below, I confirm that I am over the age of 18 and I have read and understood the terms of this Release. I understand that participation in the Event involves inherent risks and that, to the fullest extent permitted by applicable law, certain legal claims may be limited or excluded. I understand that by assenting to the terms of this Release I am limiting my rights, including, where applicable, my right to sue. I further acknowledge that I am accepting the terms of this Release freely and voluntarily.

For Adult Participant (18+)

Name:

Date:

Signature:

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For Dependent/Under-18 Participant (Parent/Guardian Consent)

I confirm that I am the parent or legal guardian of the Dependent named below and that I have legal authority to act on their behalf. I have read this Release, fully understand its terms, and agree to be bound by them on behalf of the Dependent and myself.

Dependent's Name: **Dependent's birthdate:**

Parent/Guardian Name: **Date:**

Parent/Guardian Signature:

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