

# Release and Waiver of Liability and Indemnification Agreement

## (General Terms and Conditions for Participants)

### 1. Scope / General Regulations

- 1.1 This Release and Waiver of Liability and Indemnification Agreement (hereinafter referred to as the “**Agreement**”) govern the legal relationship between the participant of the event and the event organizer regarding the participant the participation in the CHAMPIONSHIP Šamorín 2023/and all side events – Tryathlon, Olympic, Middle Distance, Sprint (hereinafter for the each of the race referred to as the “**event**”).

The event organizer’s contact data is as follows:

<p><b>X-BIONIC ® SPHERE a.s.</b></p> <p>Dubová 33/A, 931 01 Šamorín, Slovenská republika</p> <p>ID No: 46 640 134</p> <p>Business Register of the District Court Trnava, Section: Sa, Insert No.: 10684/T</p> <p>Phone: +421 31 326 2000</p> <p>E-Mail: <a href="mailto:event@x-bionicsphere.com">event@x-bionicsphere.com</a></p> <p>(hereinafter referred to as the “<u>organizer</u>”)</p> <p style="text-align: center;">Licensed by:</p> <p><b>Challenge Family GmbH</b></p> <p>PJ Oudweg 41</p> <p>1314CJ Almere</p> <p>The Netherlands</p> <p>E-Mail: <a href="mailto:thechampionship@challenge-family.com">thechampionship@challenge-family.com</a></p> <p>(hereinafter referred to as the “<u>licensor</u>”)</p>	<p>Race Director:</p> <p><a href="http://www.thechampionship.de/about-us/team/">http://www.thechampionship.de/about-us/team/</a></p>
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Upon registration, the participant accepts the following regulations, provisions and rules as stated in this Agreement to be binding. Acceptance of this Agreement and the following rules regarding the event is a basic prerequisite for participating of the participant in the event:

- Entry Information for THE CHAMPIONSHIP/particular side event (Olympic/Tryathlon/Middle Distance, Sprint);
- Athletes´ Guide (which will be published by the organizer on the homepage before the event and races, and also send to athletes via e-mail and handed out to the athletes together with the start documents);
- Information communicated at the race meeting, including potential changes;
- The actual Competition Rules of World Triathlon (World Triathlon Competition Rules) (sports regulations, organizers’ regulations, national regulations, anti-doping code, race marshals’ regulations, as well as the legal order and rules of procedure and disciplinary code).

### 2. Organisational Issues

- 2.1 The participant is to comply with the organizer’s and licensors’ conditions in accordance with the Entry Information for THE CHAMPIONSHIP/particular side event (Olympic/Tryathlon/Middle

Distance, Sprint), the Agreement, the Athlete Guide, the information and changes communicated at the race meeting as well as the World Triathlon Competition Rules.

- 2.2 Attending the race briefing is obligatory for all participants. Or in case of an online briefing, it is obligatory to watch the online race briefing.
- 2.3 Participants are to strictly follow the instructions given by the organizer and its staff (who will be recognizable as such).
- 2.4 In any case of violation of the foregoing, in particular if the regular course of the event is and/or may be impaired, and/or the safety of other participants is and/or may be in danger, the organizer is at all times entitled to exclude the participant from the event or to disqualify him. In addition, in case of any violation of race rules, the organizer always has the right to disqualify athletes in consultation with the race jury.
- 2.5 The members of the medical services in charge of the event is entitled to prohibit any participant from taking part or continuing the participation in the event in case of health problems of the participant and for the participant's own safety. Their decision is final. Unless the members of the medical services allow a participant to continue, they will be eliminated from the race.
- 2.6 If the official start number (BIB) is changed in any way, or if the advertising print is removed or made illegible, the participant will be excluded from participation and timekeeping (disqualification).

### **3. Registration and Withdrawal of Registration**

- 3.1 The rules for changes in the participant's registration and for the withdrawal of registration are laid down in the Entry Information for THE CHAMPIONSHIP/particular side event (Olympic/Triathlon/Middle Distance, Sprint).
- 3.2 The organizer is expressly entitled to reject a participant's registration without giving a reason. In particular, the organizer reserves the right to disqualify and/or exclude the participant from the event at any time, especially if:
  - a) He/she has culpably indicated wrong personal and other data in his registration,
  - b) he/she is subject to a suspension imposed by a sports federation, arbitration court or court,
  - c) there are strong reasons for suspecting that the participant has violated the doping regulations (*Article 6 – Doping*) and/or other athletes' regulations, or
  - d) there are strong reasons for suspecting that the participant has committed an offence.
- 3.3 The participation in the event is a strictly personal and is not transferable. The participant must collect the start documentation and participate in the event himself.

The start number of individual participants cannot be transferred to any third person under no circumstances. In case of violation of foregoing, a lifelong prohibition from participation in the event and all other Challenge Family events will be imposed on both athletes involved in swapping start numbers.

The participant shall only be entitled to start in the race (upon collection of the start documents), if he/she provides to an organizer a **license of a national triathlon federation**, or he/she acquires a **day license of the national triathlon federation** responsible for the event, or he/she provides the **pro license** if they will start as the Pro-Athletes.

If a registered participant does not appear at the start or in advance declares to the organizer that he/she will not participate, he/she will not be entitled to receive any reimbursement of the entry fee.

### **4. Liability Disclaimer**

- 4.1 The organizer is able to change the event, change the date of the event, to start it with a delay, postpone the event, to implement any changes to the event or to cancel it, if the organizer is of the opinion that due to a change in conditions (e. g. weather) the safety of the race is endangered or cannot be guaranteed.
- 4.2 The organizer is further able to change the event, change the date of the event, to start it with a delay, to postpone the event, to implement any changes to the event or to cancel it, if whatever

reasons that are beyond the organizer's responsibility and control (such as but not limited to official directives and measures prohibiting the event or setting the conditions for the event, changes in any permission issued in relation to the event, the change of legislation, force majeure (including COVID – 19 pandemic and measures adopted therefore, or other disease pandemic/epidemic and measures adopted therefore), unfit condition of the race course, weather conditions, shortage of supply) occur.

If, the event is delayed, or the dates of the event are changed, the event is postponed, the event is implemented with changes or the event is cancelled due to whatever reasons that are beyond the organizer's responsibility and control (such as but not limited to official directives and measures prohibiting the event or setting the conditions for the event, changes in any permission issued in relation to the event, the change of legislation, force majeure (including COVID – 19 pandemic and measures adopted therefore, or other disease pandemic/epidemic and measures adopted therefore), unfit condition of the race course, weather conditions, shortage of supply), the athlete is **either** (i) entitled to postpone his/her registration for a later date (at the most 1 year from the original date of the event), **or** (ii) to ask a 70% refund of the registration fee.

If the athlete decides to postpone the registration, he/she accepts that no cancellation policy is applicable to postponed registration and no reimbursement will be provided if the postponed event is cancelled or the athlete cancels/withdraws its postponed registration.

- 4.3 Only in cases expressly specified in Entry Information (withdrawal from the registration), the licensor provides the reimbursement of entry fee.

Reimbursement of the entry fee is under no circumstances possible in cases specified in the Section 2.4, and/or 2.5 and/or 2.6 and/or 3.2 and/or 3.3. and/or 4.1 and/or 4.8 and/or Article 6. In these cases, any other claims (e.g. expenses of participant, or any other claims) of the participant from whatever legal reasons in connection with the event are excluded. The reimbursement of the entry fee in cases specified in 4.2, the reimbursement of the entry fee is governed by the clause 4.2 and the provision of clause 4.3 shall not apply.

- 4.4 The organizer shall only be held liable for material and financial damage that has been caused by gross negligence or intentional acts of the organizer and this liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 2,000,000 for damages to persons, and EUR 1,000,000 for damages to property, per one and all damaging events.

In case of a negligent violation of a major obligation of the organizer, the organizer's liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 2,000,000 for damages to persons, and EUR 1,000,000 for damages to property, per one and all damaging events.

The foregoing limitations of liability also apply to the liability for damages caused by the employees, volunteers, officials and other representatives, whose services the organizer uses in connection with the event or with whom the organizer has contractual relationships for this purpose.

- 4.5 **The participant shall indemnify the organizer, as well as its employees, volunteers, officials and other representatives, whose services the organizer uses in connection with the event or with whom the organizer has contractual relationships for this purpose, from any liability vis-à-vis third parties, if these third parties suffer damages caused by the participant as a result of his participation in the event.**

- 4.6 **The organizer doesn't assume any liability for health risks of the participant in relation to the participation in the event.**

**The participant is aware of the fact that the participation in the event has inherent risks, and that a risk of serious injuries including death cannot be excluded.**

**The participant hereby confirms and agrees that he/she shall himself/herself be responsible for determining whether he/she is sufficiently fit and of good health in order to take part in the event without any concerns.**

**The participant hereby confirms and agrees that he/she have medical insurance which will cover at least:**

- a) **any accident occurring before, during and after event,**

- b) any sickness that athlete could suffer during the event and after event,
- c) any and all costs for medical treatments.

**He/she further confirms that no doctor or person of comparable position has recommended not to take part in the event.**

- 4.7 The participant shall himself be responsible for his/her personal items and for the technical safety of his race equipment.

The participant is aware of the fact and he acknowledges that there can be vehicle or pedestrian traffic on any part of the race course, and he/she shall act accordingly and bear the risks resulting therefrom. The participant shall also bear any risks which are associated with swimming, cycling and running and/or other parts of event or with the participation in the event. This shall in particular but not limited to include the following risks involved with the participation in the event:

- falls,
- danger of collision with vehicles, pedestrians, other participants and solid objects,
- dangers that result from dangerous surfaces, material failure and insufficient safety equipment,
- as well as any dangers that are caused by other participants, spectators, volunteers or the weather.

It is every participant's obligation to get familiar with the race course and the transition zones. When participating in the event, the participant accepts the courses and transition zones as they are set by the organizer.

The participant is to inform the organizer immediately if he gets knowledge of any dangers on the race course.

- 4.8 The participant is aware of the risks that result from the consumption of alcohol, medication and drugs before, during and after the event, and he is aware of the fact that his judgment and his athletic abilities can thus be impaired.

The participant alone shall be responsible for all consequences resulting from the consumption of alcohol, medication and drugs. The organizer has the right anytime to test participants for the presence of prohibited substances. A positive test means immediate disqualification from any race at the event.

- 4.9 **If medical treatment of the participant is necessary during the event, the participant in advance declares his consent thereto.**

**Medical services are not included in the entry fee (except medical service as the first aid and medical service on recovery area) and the participant shall be directly charged therefor in accordance with the usual medical tariffs.**

**The organizer shall not provide any insurance coverage for medical treatment and is not obliged to do so. It is within the responsibility of each participant to ensure sufficient insurance coverage for medical treatment. Any liability on the part of the organizer in relation to any insurance coverage for medical treatment shall be excluded.**

- 4.10 The organizer doesn't assume any liability for any items lost by participants. Furthermore, the organizer doesn't assume any liability for any items the organizer or third parties engaged by the organizer have stored for the participant free of charge.

## **5. Image and Audio Rights**

- 5.1 Upon registration, the participant transfers the right to the organizer and gives the organizer his admission to disseminate and publish his name as well as photos, film recordings or other image or audio recordings and copies thereof, as well as interviews of the participant that have been made by the organizer, by third parties engaged by the organizer or by the media in connection with his participation in the event, in the form of videos, CDs, DVDs, broadcasts, telecasts, podcasts, webcasts, recordings, films, advertisements and advertising materials, without any material, time and territorial limitation and without any claim for remuneration on the part of the participant.

5.2 All image and audio rights of the event (rights to use and exploit images and audio recordings without any limitation regarding time, place or content, including the right of public reproduction in whole or in parts) shall exclusively be owned by the organizer.

## **6. Doping**

6.1 The participant undertakes to help fight against doping. He accepts the Anti - Doping Code (ADC) of World Triathlon as well as the Code of the World Anti -Doping Agency (WADA) in their current versions as binding.

The athlete confirms that he has not violated any anti -doping regulations and that he shall adhere to the valid anti -doping regulations also in the future.

If it should turn out that the afore-mentioned confirmation by the participant has been false, he shall lose any contractual claim and shall have to reimburse any payments that he has already received, plus a 25 % expense allowance, irrespective of the kind of payment, within 10 days as of the notice from the organizer.

6.2 The participants chosen by the organizer or any anti -doping organization shall be obliged to take part in an anti-doping test if.

In case of a positive test result or if the valid limit is exceeded, the organizer can exclude the participant from the race.

6.3 Furthermore, the organizer shall also effect a doping test after the event. The participants chosen by the organizer or any anti -doping organization shall be obliged to take part in this test.

In case of confirmed doping, the participant will be disqualified subsequently.

Furthermore, the participant shall have to reimburse any start bonus and/or prize money that he has received by then, plus a 25 % expense allowance, to the organizer within 10 days after disqualification. This shall not affect the participant's right to provide evidence that there have not been any expenses or that they have been considerably lower.

6.4 If any anti-doping organization after the event detects that the participant committed a doping offence within one year before the event, the participant can be subsequently disqualified by the organizer.

The same shall be applicable if it is subsequently detected that the participant had been doped during the event.

6.5 While doping proceedings are pending – irrespective of the (arbitration) court or federation – or if there are justifiable reasons to suspect doping, the organizer can exclude the participant from participation.

In these cases, claims for start bonus, prize money or other claims as well as potential subsequent claims (for damages) shall be excluded.

6.6 In case of a positive test result, and until final clarification of the matter, the parties undertake to refrain from any acts or statements which could damage or endanger the participant's, the organizer's or the event's reputation in the public. In particular, the participant shall be presumed innocent until final clarification.

In such a case, the organizer shall immediately inform the International Triathlon Union, which will then proceed in accordance with its existing regulations.

## **7. Prize Money**

7.1 The minimum amount of prize money is EUR 100.000, which will be distributed equally between the top ten (10) Male professionals and the top ten (10) Female professionals according to the Entry Information and rules.

7.2 The prize money is subject to the withholding tax according to the generally binding legal regulations. The organizer will deduct the relevant withholding tax from the price money before its reimbursement to the winner.

7.3 The relevant part of prize money deducted by the applicable withholding tax will be credited non-cash in favor of the winner's bank account (bank details required) within 1 month after the event, if the (negative) official results of the Anti -Doping Test are published.

## **8. Authorization to Collect and Process Data**

### **Participating on the event**

- 8.1 The organizer as specified above is in a position of the controller of participant's personal data, which are collected upon registration by joint controllers according to Art. 26 of the GDPR. Personal data of participants are being stored and processed for the purposes of proper performance of Agreement, which is in particular, but not exclusively the registration to participate on the event, participation on the event, evaluation and disclosure of the results, informing about the event and its results and execution of other activities directly related to the event, as stated in Agreement and related documents. The legal basis for personal data processing is the contractual performance as stated in Art. 6 par. 1, letter b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR").

The organizer processes the personal data of the participants in the following extend: **name, surname, date of birth, address, phone, email, gender**

- 8.2 Provision in accordance with art. 8.1 presents a contractual requirement and participants are not obliged to provide the organizer with the personal data. The possible consequences of failure to provide such data are inability to fulfill contractual obligations and inability to attend the event. The organizer processes the personal data throughout the duration of Agreement.
- 8.3 The organizer also processes the personal data of the participants belonging to the special category of personal data pursuant to Art. 9 of the GDPR. This specially involves the information about the state of health, physical condition, allergy indications and other health issues which are being processed on the legal basis of a given consent as stated in Art. 6, par. 1, letter a) of the GDPR and Art. 9, par. 2, letter a) of the GDPR.

Purpose of processing the personal data belonging to special category is to ensure possible provision of first aid and other forms of health and medical care to participants in case of any accidents occurred during the event and simultaneously not to endanger health and life of the participants. Participants are not obliged to provide the organizer with the personal data. The possible consequence of failure to provide such data is either inability to provide the participant with first aid or health or other medical care, and increasing the risk of injury to health and life of the participant. The organizer processes the personal data during the whole period of validity of the consent.

### **Advertising and Photography**

- 8.4 The organizer will secure photographer services to capture the course of the event on visual and audio visual tracks (photos and videos). As a part of this act there will occur the provision of personal data of the participants captured on photos and videos. Provision of personal data according to this Art. will be executed on legal basis of a given consent as stated in Art. 6, par. 1, letter a) of the GDPR and Art. 9, par. 2, letter a) of the GDPR.
- 8.5 The provision of personal data of the participants captured on photos and videos will be executed for marketing purposes, purposes of presenting the goods and services of the organizer and presentation of the event. Provision in accordance with art. 8.4 does not present a contractual requirement and participants are not obliged to provide the organizer with the personal data. The organizer processes the personal data during the whole period of validity of the consent.
- 8.6 Part of the contractual obligations is the commitment of the organizer to inform the public and disclose the results of the event. For this purpose are personal data in the extend according to Art. 8.1, Art. 8.5 and information of particular results such as start number and result (position and times) of the participant being processed by printing or publishing in the form of lists of participants and results in all media that are relevant for the event (for example printed matter such as program booklet and result booklet, and on the Internet, on TV or radio).

### **Joint controllers and third parties**

- 8.7 The organizer jointly determined the purposes and means of processing, with joint controller:  
*Challenge Family GmbH, PJ Oudweg 41, 1314CH Almere, The Netherlands, ID No.: 76208559,*  
(the organizer and Challenge Family GmbH hereinafter referred to as the "Joint controllers").

The Joint controllers determined their respective responsibilities for compliance with the obligations to ensure the personal data protection in accordance with Art. 26 of the GDPR.

- 8.8 The personal data collected, processed and stored by the organizer will be disclosed to third parties, who are in a position of a processor pursuant to Art. 28 of the GDPR as follows:
- subjects providing medical care and health services during the event,
  - subjects providing photographic services,
  - subjects providing accounting services,
  - subjects providing service of time-keeping,
  - other subject for the purpose of providing lists of results and posting these lists on the Internet.

### **Rights of the participant**

- 8.9 When the processing of the personal data is based on the consent of the participants, they can revoke the consent at any time by contacting the organizer by sending a request in writing to the e-mail address: [zodpovednaosoba@x-bionicsphere.com](mailto:zodpovednaosoba@x-bionicsphere.com). The revocation of the consent will not affect the legality of processing the personal data prior to its revocation.
- 8.10 The participants whose personal data are being processed have right of access to personal data, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object and right to address a complaint regarding the provision of the personal data to supervisory body which is the Office for Personal Data Protection of the Slovak Republic. Contact details of the supervisory body:

*Úrad na ochranu osobných údajov Slovenskej republiky  
Hraničná 12  
820 07 Bratislava  
Slovak republic  
+ 421 /2/ 3231 3214  
[statnydozor@pdp.gov.sk](mailto:statnydozor@pdp.gov.sk)*

### **9. Severability Clause / Place of Performance / Applicable Law/Competent court**

- 9.1 Should any provision of this Agreement be entirely or partially invalid for any reason, this shall not affect the validity of the remaining provisions. An invalid or unenforceable provision (or an invalid part of a provision) shall be automatically replaced with such a provision that is valid and enforceable, and comes closest to the economic purpose of the invalid or unenforceable provision.
- 9.2 The place of performance for the obligations arising from this Agreement is the place of the organizer's registered office.
- 9.3 The parties have expressly agreed that this Agreement and the legal relations arising from this Agreement and/or those not governed by the Agreement, and contractual relations and other relations established by this Agreement (inclusive of conclusion, termination and content of the accountable and non-accountable commitments even if one of the contractual parties is not an entrepreneur and/or the conclusion and execution of this Agreement does not apply to their business) shall be governed in accordance with generally binding legal regulations of the organizer's registered office. Any dispute arising from this Agreement shall be decided by the general courts of Slovak republic, with local jurisdiction of the court according to the organizer's registered office.