

## "INFORMATION ABOUT THE EVENT, SPORT-SPECIFIC, TYPICAL HAZARDS AND RISKS, THE RISK AREA, AND THE PARTICIPANT'S WAIVER:"

### I. Information about the Event and Sport-specific Typical Hazards and Risks

In relation to participation in the HYROX Fitness Race ("Event") organized by Upsolut Sports GmbH, Bahrenfelder Str. 322, 22765 Hamburg ("Upsolut" or "we"), as the organizer of the events in the Benelux region (the Netherlands, Belgium, and Luxembourg) in collaboration with House of Sports / Sportsfitality B.V., you as a potential athlete are hereby informed about the Event and the sport-specific typical hazards and risks before concluding a corresponding participation agreement:

1. Event: The Event is an indoor sports mega-event held in a hall with up to 4500 participants and up to 3000 spectators per day. The Fitness Race follows a global format detailed at <https://hyroxgermany.com/das-format/>. Depending on the respective division, the competition is conducted individually or as a team. In addition to the Fitness Race, the Event includes other activities before and after the race, such as warm-up training, briefings, and award ceremonies. The competition starts in waves with up to 45 athletes per wave at intervals of 10 minutes. The competition area is spatially separated from spectators and is divided and marked for individual workouts and the running course. The event will be recorded live in the form of pictures, audio recordings, and videos for reporting and marketing purposes.

2. Physical Hazards and Risks: During participation in the Event, athletes may injure themselves and/or others, with injuries potentially leading to permanent paralysis and/or death, depending on their intensity. Possible injuries include, but are not limited to: sprains, strains, fractures, overexertion, abrasions, spinal injuries, infections, stroke, and heart attack. These can be caused by various factors, including (i) accidents while running and performing individual workouts (e.g., due to poor motor skills or overexertion), (ii) contact or collision with other individuals or objects (e.g., with other athletes, spectators, staff, workout equipment, or barriers), (iii) presence with other individuals who externally carry an infection in enclosed spaces (e.g., transmission of bacterial or viral infectious diseases), and (iv) problems related to self-assessment and behavior (e.g., incorrect or inappropriate behavior of the athlete or other athletes, errors in assessment by staff).

3. Hazards and Risks to Personal Property: During participation in the Event, the realization of a danger can also result in damage to the personal property of athletes, such as contamination, damage, or destruction of clothing and items worn (e.g., timing devices, electronic devices, and jewelry). Additionally, the health condition of the athlete may deteriorate during the period between signing a participation agreement and the start of the competition (e.g., due to illness, injury), forcing them to refrain from participating without a claim for a refund of the participation fee.

## II. Participant's Risk Area and Organizer's Limitation of Liability

As a potential athlete, we inform you as follows about the existing risk areas and the limited extent of our liability:

1. Sport-specific Hazards: Sport-specific hazards regularly fall within the athlete's risk area. We as the organizer only have an obligation to take safety measures if athletes cannot protect themselves from the assumed risks.

2. Limitation of Liability: According to our valid General Business and Participation Terms applicable to the Event, we are liable for property and financial damages only in the case of intent and gross negligence. In the case of sport-specific hazards, we are liable only for intentional or grossly negligent breaches of a duty to secure.

3. Exceptions: Excluded from this limitation of liability are damages based on the culpable violation of a material contractual obligation by us as the organizer, as well as personal injuries, i.e., damages to life, body, or health of a person.

4. Scope: The above limitations of liability also apply to the personal liability for damages of our employees, representatives, agents, and third parties whom we use in connection with the implementation of the Event or with whom we are contractually affiliated for this purpose. For all cases of negligence and non-grossly negligent personal injury, our liability is limited to the amount of coverage of the concluded liability insurance. In cases of intent and gross negligence, our liability does not extend to unforeseeable and atypical consequential damages. The cost of medical services is the responsibility of the athlete.

5. No Insurance Coverage: Upsolut does not provide insurance coverage for medical treatments. It is the responsibility of the athlete to ensure adequate insurance coverage for medical treatments. Without prejudice to the above cases of liability of the organizer, any liability for medical treatment costs, including associated costs such as transport and care, is excluded.

### III. Participant's Waiver

By electronically signing and/or confirming this declaration in the form of the Opt-in, the athlete ("I") hereby declares the following:

1. Consent and Voluntariness: I have carefully read the limitation of liability of the organizer and the associated assumption of risk by me as an athlete, understanding the inherent risks of participation comprehensively. I acknowledge that, due to the sport-specific hazards inherent in being an athlete, and through the limitation of liability, I bear a significant portion of the risk myself, and participation in the Event is entirely voluntary.

2. Health: I am physically capable of participating in the Event and have no knowledge or suspicion of any circumstance that questions my safety or health through participation in the event. I will carefully check my health and physical fitness in the period between the conclusion of my participation agreement and the start of the competition and will cancel the start or refrain from participation as soon as indicators are visible that jeopardize my safety or health through participation. If health problems arise during the competition, I will inform the staff and, if necessary, interrupt the competition. I will follow the instructions of security and/or medical personnel during the competition.

3. First Aid: I agree to the provision of first aid and other medical treatments in the event of injury or illness (including but not limited to cardiopulmonary resuscitation and the use of an automated external defibrillator) and hereby release the organizer from any liability or claims arising from such treatments. I am aware that I can cancel my participation in the event at any time for my own protection and the protection of others.

4. Images, Audio Recordings, and Videos: Images, audio recordings, and videos showing me partially or entirely during and around the event may be published in all media for documentation, information, and advertising purposes, with the mention of my personal data, such as first name and last name. I acknowledge that I have no claim to being mentioned as an athlete or to receiving financial benefits when mentioned or depicted.

[Note: The translation is comprehensive, but it's essential to review it thoroughly and make any necessary adjustments to fit the specific context and legal requirements.]