



HYROX

WORLD SERIES OF FITNESS RACING

ELITE15 ATHLETE'S WAIVER

ELITE15 MAJOR – HYROX Season 2024/2025 – The Netherlands

I. Information regarding the Event and its related Risks

Before entering into an agreement with any potential Elite15 athlete willing to participating in a HYROX Elite15 fitness race taking place within the of the Netherlands ("Event"), **Sportsfitality B.V.** with registered offices at Kerkstraat 45, 1191 JD te Ouderkerk a/d Amstel, Netherlands ("**Sportsfitality**" or "**we**" or "**us**"), in its role as the local Event organizer and host, herewith informs you ("**you**" or "**Athlete**") as you as potential participant of the Elite15 race ("**Event**") and contractual party of a corresponding participants' agreement about the Event and the typical risks related thereto:

1. **Event:** The Event is an invite-only, subject to qualification, sports event that is staged indoors with up to 30 participants. The format of the Event is a global one and laid out in full detail at hyrox.com. You will be competing alone or as part of a team. Besides the fitness race competition as such, the Event comprises of other activities before and after the race, including but not limited to a media day, technical briefing, warm-up training sessions, interviews and award ceremonies. You will be starting with up to 15 athletes of the same gender. The competition area (called "Roxzone") is reserved for participants only, fenced off from spectators and subdivided in relation to the individual workouts.
2. **Physical Risks:** You may injure yourself while participating in the Event and your injury may cause permanent paralysis or death depending on its severity. The following list of physical injuries shall serve as an example of typical physical risks related to the Event: 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 of others (e.g. incorrect or inappropriate behavior by him/herself or the other athletes, erroneous assessment by the staff).
3. **Risks for Personal Property:** While participating in the Event you may damage your personal property in the form of staining, damaging or destroying his/her clothing, gear and/or wearables (e.g. timing devices, electronic appliances and jewelry). In addition, your state of health may deteriorate during the time after the conclusion of a participation agreement with us until your start of the fitness race (e.g. due to illness, injury) causing you to abstain from participating without being entitled to a refund of the entry fee paid.

II. Acknowledgement and Assumption of Scope of Risks and Limited Liability:

Sportsfitality herewith points out your scope of risks as well as our limited liability relating to your participation in the Event:

1. Sports-related Risks: Typical, sports-related risks are borne by the Athlete him-/herself. As the organizer and host of the Event, we are only obliged to take safety measures if the Athlete cannot protect himself/herself from the dangers he/she has taken.
2. Limited Liability: In accordance with the general terms and conditions of the participation agreement applying to the Event, we are only liable for non-sports related damages deliberately or gross negligently caused by us. In the case of any sports-related damages incurred, we are only liable in the event of intentional or grossly negligent violation of our obligation to take safety measures. Should a culpable breach of such safety obligation lead to personal injury, we are liable also in case of ordinary negligent behavior.
3. Scope: The above limitations of liability also extend to the personal liability for damages of our employees, representatives, vicarious agents and third parties that we use in connection with the organization of the Event or with whom we are contractually bound for this purpose. For all non-sports related cases of personal injury caused by negligence and not by gross negligence, we are liable up to the maximum amount of the liability insurance taken out. In cases of intent and gross negligence, our liability does not extend to unforeseeable and atypical consequential damages. The remuneration for medical services, if incurred, is to be borne by yourself.
4. No insurance coverage: Sportsfitality does not provide insurance coverage for medical treatment. You are responsible to ensure adequate insurance coverage for medical treatment. Irrespective of the above cases of liability for damages on the part of the organizer, any liability for medical treatment costs, including related costs such as transport and care, is excluded.

III. Waiver:

By digitally opting-in, the Athlete hereby consents to the following:

1. Consent and voluntariness: The Athlete confirms that he/she has carefully read the local organizer's limitation of liability and the associated assumption of risk as an athlete and fully acknowledges the inherent risks of participation, and the sport-related dangers connected therewith that are born at large by the athlete. Furthermore, the Athlete recognizes that his/her participation in the Event is entirely voluntary.
2. Health: The Athletes confirms that he/she is physically able to participate in the Event and has no knowledge or suspicion of any circumstance that would compromise his/her safety or health by attending the Event. The Athlete undertakes to carefully (re)check his/her health and physical fitness in the period between the conclusion of the participation contract and the start of the Event. The Athlete further warrants that he/she will withdraw her participation or stop competing as soon as there are any indicators that endanger his/her safety or health through participation. Should health problems become apparent during the competition, the Athlete undertakes to inform the staff and, if necessary, stop the competition as well as follow any instructions given by the security and/or medical staff during the competition.
3. First-aid: The Athlete consents to the provision of first-aid and other medical treatment in the event of injury or illness (including but not limited to cardiopulmonary resuscitation and use of an automated external defibrillator) and hereby exonerate the organizer and release them from any liability or claims arising from such treatments. The Athletes confirms his/her understanding the he/she may withdraw from the Event at any time for his/her own protection and the protection of others.

Amsterdam, September 20th, 2024