

## HYROX – FITNESS RACING

### INFORMATION ABOUT THE EVENT AND RELATED RISKS, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND PARTICIPANT'S RELEASE DECLARATION

#### I. Information regarding the Event and its related Risks

Before entering into an agreement with any potential athlete interested in participating in a HYROX Fitness Race taking place within the territory of Scandinavia (Sweden & Denmark) ("Event"), **Upsolut Sports GmbH**, a German limited liability company with registered seat of business at Bahrenfelder Str. 322, 22765 Hamburg/GER ("upsolut" or "we"), being the organizer and hosts of the Event, herewith informs you as you as potential participant of the Event and contractual party of a corresponding participants' agreement ("you") about the Event and the typical risks related thereto:

1. Event: The event is a mass-participation sports event that is staged indoors with up to 4000 participants and up to 2000 spectators per day. The format of the Event is a global one and laid out in full detail at [hyrox.com](http://hyrox.com). Depending on the division, you will be competing alone or as part of a team. Besides the fitness race competition as such, the Event comprises other activities before and after the race, including but not limited to warm-up training sessions, briefings and award ceremonies. You will be starting in waves intervals with up to 40 athletes per wave and an interval of 10 minutes. The competition area (called RoxZone) is reserved for participants only, fenced-off from spectators and subdivided in relation to the individual workouts and the running route. The Event will be recorded live in the form of images, audio and audio-video for reporting and marketing purposes.
2. Physical Risks: You may injure yourself and/or others while participating in the Event and your or the other's 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 an 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 yourself 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 your clothing, gear and/or wearables (e.g. timing devices, electronic appliances and jewelry). In addition, your state of health may deteriorate in the period of 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

We herewith point out your scope of risks as well as our liability and its limitations that 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 athletes cannot protect themselves from the dangers they have taken.
2. Liability: In accordance with the general terms and conditions of the participation agreement applying to the Event, we are only liable for damages to property and financial loss 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 a security obligation.
3. Exceptions: Excluded from this limitation of liability are damages that are based on the culpable breach of a material obligation (e.g., a security obligation as set out above) by us as the organizer, as well as in case of a sports-unrelated personal injury, i.e. damages to life, limb or health of a person and other events where liability cannot be legally limited.
4. 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 cases of personal injury caused by negligence and not by gross negligence, upsolut is 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.
5. No insurance coverage: Upsolut does not provide insurance coverage for medical treatment. You are responsible to ensure adequate insurance coverage yourself. 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. Release Declaration:**

By electronically signing and/or confirming this statement of declaration in the form of opting-in, you (hereinafter also referred to as "I") hereby declare the following:

1. Consent and voluntariness: I have carefully read the organizer's limitation of liability and understood that I carry the inherent risks of participation as an athlete. I herewith agree and acknowledge that participation in the event is entirely voluntary and that due to the typical dangers of sports I bear a large part of the risk connected to the Event myself.
2. Health: I am physically able to participate in the Event and have no knowledge or reason to believe of any circumstance that would compromise my safety or health by attending the Event. I will carefully monitor my state of health and my physical fitness in the period between the conclusion of my participation agreement and the start of the competition, and I will refrain from participating as soon as there are any indicators that endanger my safety or health through participation. Should health problems become apparent during the competition, I will inform the staff and, if necessary, stop competing. I will follow any instructions given by the security and/or medical staff during the competition.

3. First-aid: I consent 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. I am aware that I can withdraw from the event at any time for my own protection and the protection of others.
  
4. Pictures, sound recordings and videos: Pictures, sound recordings and videos that show me partially or completely during and in the context of the event may be used with my personal data, such as first name, last name, for documentation, information and advertising purposes without any time or space restrictions to be published in all media. I acknowledge that I have no entitlement to be named as an athlete or to be granted a financial advantage if the image and/or audio material is mentioned or depicted or reproduced.

_____ [Name athlete]	_____ [Birthday athlete]	_____ [name of legal representative]
_____ [Signature]		_____ [Signature]
_____ [Place/Date]		_____ [Place/Date]