

Waiver swissultra 2023

EVENT REGISTRATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by Swissultra Sport ("Event Producer") to participate in this swissultra event, including related programs or events ("Event"), I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge running, bicycling, swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is

my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I assume the risk of running, biking, swimming and/or other portions of this Event and participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or

damage associated with my consumption of alcohol and/or drugs.

3. I WAIVE, RELEASE, AND FOREVER DISCHARGE Event Producer, Swissultra Sport ("SUS"), the race sanctioning body, event sponsors, event organizers, event promoters, event producers, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and noneconomic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my travelling to or from the Event, including light negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by light negligent acts, omissions, or the carelessness of the Released Parties. The aforementioned exclusion of liability shall not

apply to damages caused by wilful misconduct and gross negligence by the Event Producer or a legal representative of the Event Producer and to injuries to life, body or health due to gross negligent breach of duty by the Event Producer or intentional or gross negligent breach of duty by a representative of the Event Producer or a person used to perform an obligation of the Event Producer.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the race sanctioning body's competitive rules, Event Producer and/or SUS's and/or International Ultra Triathlon Association ("IUTA") Competition Rules, and/or my actions or inactions which cause injury or damage to any other person.

5. I agree to read and abide by the competitive rules adopted by the race sanctioning body, including any drug or doping control rules, Event Producer's and/or SUS's and/or IUTA's Competition Rules, and all traffic laws. I agree that prior to participating in the Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director.

6. I hereby consent to receive medical treatment that may be deemed advisable in the event of

injury, accident or illness during the Event. I hereby grant to the medical director(s) of the Event and his or her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed. I agree to be responsible and assume liability for any and all costs incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services, except for care and treatment covered by my insurance. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

7. I hereby grant to Event Producer and SUS the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

8. I acknowledge and agree that Event Producer, in its sole discretion, may delay or cancel the Event if it believes the conditions on any of the race days are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event

Producer's entry fee or any other costs incurred in connection with the Event.

9. I understand that Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

10. Any dispute or claim/s that may be arising arising out of, relating to or in connection with this Form 1) shall be governed by Swiss law and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute, Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Zurich. If any provision of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Event Producer and the participant commit themselves to replace any such invalid or unenforceable provision (or the invalid or unenforceable part thereof) by such valid and enforceable provision that comes closest to the intent and purpose of such invalid or unenforceable provision (or the invalid or unenforceable part thereof).

11. A legal guardian who signs this Agreement on behalf of an incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this

Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.

12. I disclaim against the organizer, its employees and its servants from any compensation for damages to him or a third person that was caused due to the athlete being accompanied in any way up the finish-line chute by a person not registered for the race. This does not come to action if the damage was caused by gross negligence or malicious intent by the organizer, its employees and its volunteers. In case the damage is suffered by a minor, for whom the athlete has a caretaking obligation, the waiving also applies for those persons. In case of third parties claiming against the organizer, its employees and its volunteers due to the described events of a claim, the athlete commits himself to indemnify and hold harmless the organizer, its employees and its volunteers.

13. I acknowledge that my participation will be subject to the conditions as listed in the "Agreement on event registration, liability release and waiver of liability and the assumption of risk and exemption is granted", which I have received, read, understood and accept.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE FIRST DAY OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT

First name / last name of participant:

Date:

Signature: