

Release and Waiver of Liability and Indemnification Agreement

General Terms and Conditions for Participants of Challenge Herning 2022



Scope and General Regulations

This Release and Waiver of Liability and Indemnification Agreement is a binding legal document. The purpose of this document is to set out the conditions of participation, exempt, waive, and relieve the Releases, defined below, from liability for personal injury, property damage, wrongful death, or other claims that may result from being a participant in the activities of Challenge Herning and all side events taking place on June 8 - 11th 2022. In consideration of being permitted to participate in any way in the sport and activities of Challenge Herning, or to utilize equipment provided by Challenge Herning, and have voluntarily elected to participate, I as Participant agree as follows:

Definitions

- 1) "**Releasees**" – is the event **Challenge Herning and all side events**, its principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors.
- 2) "**Organizer**" – is **Challenge Denmark ApS**, Engdahlsvej 19 A Birk 7400 Herning, Denmark CVR: 41538643 Email: info@challenge-denmark.com, its principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors.
- 3) "**Participant**" – is the **individual or team who is engaged in** the running, in the triathlon and other activities of **Challenge Herning and all side events**, identified by the Participant's NAME, ADDRESS, EMAIL, DATE OF BIRTH and/or TELEPHONE NUMBER as submitted at registration.

Upon registration, the participant accepts the following regulations, provisions and rules – in the same order - to be binding. Acceptance of and adherence to these regulations is a basic prerequisite for participating in the event:

- Entry Information for Challenge Herning/particular side event (Relay teams, Keep Smiling Run, Try-athlon, Kids race etc.)
- Agreement
- Athlete Guide (they will be published by the organizer on the homepage)
- Information communicated at the race meeting, including potential changes
- The actual Competition Rules of Danish Triathlon Federation and International Triathlon Union (ITU Competition Rules).

Conditions of Participation

§ 1 Scope of application/general regulations

- 1) The Conditions of Participation in Challenge Herning regulate the legal position concluded between the Participant (You) and the Organizer Challenge Denmark ApS. They are subject to occasional changes in content. Upon registration (online or offline) they are, in their respective applicable version, part of the contract between the Organizer and the Participant. Changes made with respect to the legitimate interests of the participants and published on the internet or said at the race briefing or in written form will be an integral part of the contract without further notification.
- 2) Upon registration, the Participant acknowledges the race rules of the Organizer, the Challenge Family and the national federation, ITU in their respective valid versions and this order. These regulations are not subject to appeal in a court of law.
- 3) The Participant must obey the rules and regulations of the Organizer as defined by the race regulations, the official race program/race information, and the conditions announced at the pre-race briefing. Participation (online if applicable) at the pre-race briefing is mandatory for all participants.
- 4) After viewing the race circuit and the transition areas, the Participant agrees to accept the courses as suitable for participation in the event. In case the athlete notices security risks, he must inform the Organizer immediately.

§ 2 Organizational measures

- 1) The Organizer shall inform the Participant of organizational measures prior to the event. Compliance with the instructions given by the Organizer and organizational personnel is absolutely mandatory.
- 2) In case of non-compliance the Organizer has the right to exclude the Participant from the event and/or announce the disqualification, should the order of the event or the safety of other participants be endangered. Legally binding declarations concerning participants can only be announced and accepted by authorized organizational personnel.
- 3) Authorized personnel include the medical staff responsible during the event. Where medical staff considers a Participant unfit for participation in the event, they are duly authorized to exclude that Participant from the race for his/her own safety and/or to deny him/her further participation in the event.

§ 3 Registration and Cancellation

- 1) The Organizer reserves the right to disqualify and/or exclude a Participant from the event at any time, should he/she have culpably given incorrect information on the registration application, be liable to a ban by a sports federation or if there is reason to suspect that the Participant is entering the race after consuming forbidden substances (doping), or displaying unsportsmanlike conduct towards the Challenge Family series and/or any of its partners.
- 2) Participation in the event is strictly personal and non-transferable. Each Participant must personally pick up his/her race bag and documents. The race number may not be transferred to a third party. Should this specification be violated, the Participant, as well as the person to whom the number is transferred, shall be disqualified. The Organizer reserves the right to take further measures in the case of transfer of race numbers (e.g. temporary or permanent suspension from the race and Challenge Family series).
- 3) Where a Participant, who is registered in the race, does not start or withdraw early from the race, giving the organizer due notice, that Participant will have no claim to reimbursement of the entry fee. This also generally applies to a justified withdrawal of the Participant.
- 4) The participant shall only be entitled to start if, upon collection of the start documents as these are specified in the rules, he provides a license of a national triathlon federation (available online at the

registration), or if he acquires a day license of the national triathlon federation responsible for the event, as well as the pro license if they will start as the Pro-Athletes.

5) Reimbursement of entry fee shall be possible (excl. exceptions see point 6) by withdrawn via email at info@challenge-denmark.com under the following conditions:

- cancellation/withdrawal until 28/2/2022: 100% refund minus 375 DKK (Middle distance) and/or 75 DKK (Try-athlon distance) administration fee
- cancellation/withdrawal until 31/3/2022: 50% refund from the entry fee
- cancellation/withdrawal until 30/4/2022: 30% refund from the entry fee
- after May 1, 2022 entry fees will no longer be reimbursed

No explanation or medical certification is necessary for cancellation. After cancellation, it is not possible to transfer your payment to another participant or race. Reimbursement of the entry fee shall not be possible in any other cases. Other claims (e.g. expenses of the participant, or any other claims) by the participant – from whatever legal reasons – in connection with the event are excluded in these cases.

6) Reimbursement (refund) of the entry fee shall not be possible in case of registration that has been proceeded with a 100% discount promo code/voucher as well shall not be possible in case of athletes who have been transferred from the previous year (previous edition of Challenge Herning).

§ 4 Data collection and data utilization

1) The personal information of each Participant, given at the time of registration, will be stored and processed for the purpose of execution and processing of the event. This includes the Challenge Family series, timing provider, registration platform provides and the medical attention on the course and at the finish line, by the medical services responsible during the event. This also applies to the data necessary for the processing of the entry fee payment. Upon registration, consent to the store of personal information is given.

2) 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.

3) 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.

4) The personal data stored will be forwarded to a commercial photo service, in order to supply or offer the Participant with photos of himself/herself on the race course and when crossing the finish line. Upon registration, the Participant consents to the storage and usage of data for this purpose by the third party (photo service provider) that will be announced.

5) If required, personal information may be passed on to a commercial third party. Upon registration, the Participant gives his or her consent to the storage and disclosure of race-related data. Additionally, the Participant agrees to accept enquiry from third parties. The following data may be printed and published in all relevant media of the event (print media such as race program and list of results, also on the internet), for the purpose of representation of the Participant in start lists and result lists: surname, name, birth year, sex, club, race number and ranking (ranking and times). Upon registration, the athlete gives consent to the storage of data for this purpose.

§ 5 Doping

1) The participant undertakes to help fight against doping. He/She accepts the Anti - Doping Code (ADC) of the International Triathlon Union 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, irrespective of the kind of payment. We also reserve the right to take bikes to check for mechanical doping.

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.

3) Furthermore, the organizer shall also affect 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 the 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.

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.

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) 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 the 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.

§ 6 Liability Disclaimer

I (as a Participant) have read and understand the Release and Waiver of Liability and Indemnification Agreement (General Terms and Conditions for Participants of Challenge Herning 2022) and have explained them to my minor Participant, if applicable. I will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the General Terms and Conditions for Participants of Challenge Herning 2022.

1) The organizer shall be able to change the event, to start it with a delay 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 seems to be in danger or cannot be guaranteed.

2) If – for reasons that are not within the organizer's responsibility - the event is delayed, implemented with changes or cancelled, for whatever reason, for example, due to official directives, changes in permission, force majeure, condition of the race course or any other reason beyond the organizer's control, entry fees will no longer be reimbursed. In these cases, the participant shall not have any right to withdrawal from the Agreement.

§ 7 Appreciation of risks

1) The participant comprehends and appreciates that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the sport and activities of Challenge Herning and acknowledge that the activities are physically and mentally intense. Also, he or she 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, as far as these third parties suffer damages caused by the participant as a result of his participation in the event.

2) The organizer shall not assume any liability for health risks on the part of the participant in relation to the participation in the event. The participant is aware of the fact that participation in the event has inherent risks, and that a risk of serious injuries, or even death, cannot be excluded.

- 3) The participant hereby confirms and agrees that he shall himself be responsible for determining whether he is sufficiently fit and of good health in order to take part in the event without any concerns.
- 4) The participant hereby confirms and agrees that he have medical insurance which will cover at least:
- any accident occurring before, during and after the event,
 - any sickness that athlete could suffer during the event and after the event,
 - any and all costs for medical treatments.
- 5) He further confirms that no doctor or person of comparable position has recommended not to take part in the event.
- 6) The participant shall himself be responsible for his personal items and for the technical safety of his race equipment.
- 7) The participant is aware of the fact and he acknowledges that there can be a vehicle or pedestrian traffic on the race course, and he shall bear the risks resulting therefrom, which are associated in this regard with swimming, cycling and running and/or other parts of this event or the participation in this event. This shall, in particular, include the following risks involved with the participation in this event, but the following does not represent a final list:
- falls,
 - the 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.
- 8) 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. The participant is to inform the organizer immediately if he gets knowledge of any dangers on the race course.
- 9) 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.
- 10) If the medical treatment of the participant should be necessary during the event, the participant in advance declares his consent thereto.
- 11) 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 therefore 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.
- 12) The organizer shall not assume any liability for any items lost by participants. Furthermore, the organizer shall not assume any liability for any items the organizer or third parties engaged by the organizer have stored for the participant free of charge. This shall not affect the organizer's liability arising from any grossly negligent fault in selecting these third parties.
- 13) The organizer shall only be held liable for material and financial damage that has been caused by gross negligence or intentional acts and this liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of sum insured for damages to persons, property, per one and all damaging events.

§ 8 Prize money

- 1) The minimum amount of prize money in EUR will be published on the website and will be distributed equally between the top six (6) Male professionals and the top six (6) Female professionals according

to the Entry Information and rules. The number of top Males and top Female professionals is subject to change.

2) The prize money is subject to the withholding tax according to the generally binding legal regulations.

3) The relevant part of prize money reduced by the withholding tax will be credited non-cash in favour 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.

§ 9 Release and discharge

I (and as a parent(s) or guardian(s) of a Participant who is a minor, if applicable), hereby release, discharge, and hold harmless the Releasees from and against any and all claims, liability, and/or causes of actions I may have of that may be made on my behalf or by my spouse, children, heirs, and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric of any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage, and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by, arising out of, or incidental to my participation in the activities of Challenge Herning and all side events, whether or not resulting from or caused by negligence on part of the Releasees.

§ 10 Indemnity

I shall defend, indemnify and save harmless Releasees from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my participation (or that of my minor participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

§ 11 Severability

I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of Denmark and if any portion thereof is held invalid, it is agreed that balance shall, notwithstanding, continue in full force and effect.

§ 12 Binding on successors

This agreement binds the heirs, administrators, executors, personal representatives, dependents (if any), and successors of the Participant and ensures the benefit of Challenge Denmark. and its successors and assignees.

§ 13 Signatures

I HAVE READ AND DO VOLUNTARILY SIGN (by accepting on online sign-up) Release and Waiver of Liability and Indemnification Agreement (General Terms and Conditions for Participants of Challenge Herning 2022), and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Updated by December, 2022.