

## HYROX – YOUNGSTARS 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 a parent or other legal guardian of a child wanting to participate in a HYROX Youngstars Fitness Race taking place within the territory of Great Britain and the Republic of Ireland ("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 host of the Event, herewith informs you as parent and legal guardian as well as contractual party on behalf of your child ("you") about the Event and the typical risks related thereto:

1. Event: The Event will be staged indoors and aside from a regular HYROX fitness racing event for adults. Said adult event is a mass-participation sports event with up to 4,100 participants and up to 5,000 spectators per day. The Youngstars format combines, same as the grown-up one, endurance and functional fitness elements, yet the workouts are specifically adapted to the physical capabilities and motorial skills of children and teenager between the age of eight and fifteen. Please check them out here [\[link\]](#).

Your child will be competing individually and starting in waves intervals with up to eight children in one wave and within intervals of ten minutes. We will welcome your child at the respective start area, warm-up together and guide it to the competition area. Such area will be reserved for participants only, fenced off from spectators and subdivided in relation to the individual workouts. You may rejoin your child at the finish area immediately upon finishing. We will display our child's name and finishing time and ranking at the Event and on our website as well as take photographs of the Event competition and audio-visual recording for promotional purposes of other HYROX Youngstars Event on our website and social media accounts. Please let us know by checking the respective box within the registration process if you do not want your child to be named and/or pictures of your child to be displayed online on our website or social accounts.

2. Physical Risks: Your child may injure itself and/or others while participating in the Event. 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, and infections. 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 participants, 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 your child and of others (e.g. incorrect or inappropriate behavior by itself or the other participants, erroneous assessment by the staff).

3. Risks for Personal Property: While participating in the Event your child may damage its personal property in the form of staining, damaging or destroying its clothing, gear and/or wearables (e.g. timing devices, electronic appliances). In addition, your child's state of health may deteriorate in the period of time after its registration until start of the fitness race (e.g. due to illness, injury) causing your child to abstain from participating without you 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 the scope of risks as well as our liability and its limitations that relating to the participation of your child in the Event:

1. Sports-related Risks: Typical, sports-related risks are borne by you as parent and legal guardian of the child alone. As the organizer and host of the Event, we are only obliged to take safety measures if the participant cannot protect itself from the dangers it has 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 by us as the organizer, as well as in case of personal injury, i.e. damages to life, limb or health of a person.
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: We do 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. 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 the associated assumption of risk by me as parent and/or legal guardian of the participating child and have fully acknowledged the inherent risks of participation and understood them as such. I acknowledge that participation in the Event is entirely voluntary and that I bear a large party of the risks myself due to the dangers typical of sport, which lie within my child's own sphere of risk as a participant as well as the limitation of liability.
2. Health: I herewith confirm that my child is physically able to participate in the Event and that I have no knowledge or suspicion of any circumstance that would compromise my child's safety or health by participating in the Event. I will carefully (re)check my child's health and physical fitness in the period between registration and the start of the competition, and I will stop my child from participating as soon as there are any indicators that endanger my child's safety or health through participation. I will instruct my child to inform staff, stop competing and follow instructions by Event or medical staff should it experience health problems during the race.
3. First aid: I consent to the provision of first aid and other medical treatment in the event of injury or illness and hereby exonerate the organizer and release them from any liability or claims arising from such treatments. I am aware that my child may withdraw from the Event at any time for its own protection and the protection of others.
4. Naming and display of name and finishing time:

I understand that my child will be named on the finishing/ ranking list on the HYROX website unless I have stated otherwise during the ticket personalisation process.

5. Pictures, audio-visual recordings:

I understand that Upsolut may use pictures or video recordings of my child competing for promotional purposes for other Youngstars events on their website and social media accounts unless I have stated otherwise during the ticket personalisation process. I also acknowledge that I have no entitlement that my child will be named as a participant or to be granted a financial advantage if its image and/or visual recording is displayed.

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(Place, Date)

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(Name parent, legal guardian and signature)