

# HYROX AUSTRALIA ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RELEASE AND INDEMNITY AGREEMENT

## HYROX - The Fitness Competition for Every Body Event Series

### I. INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (the “**Form**”) carefully before signing. Each participant, and if the participant has not attained the legal age of majority, a parent/natural guardian/legal guardian of the minor participant (minors are those under 18 years of age), must sign this Form. The participant or, if applicable, the participant’s parent/natural guardian/legal guardian, is referred to herein as “I” or “my”. I acknowledge that I have legal authority to act on behalf of myself, or if the participant is a minor, that I have the legal authority to act for the minor on his/her behalf, and that the child is under 18 years of age. In consideration of the services of Hybrid Fitness Racing HK Limited and Hybrid Fitness Racing AU Pty Ltd (hereafter “**HYROX**”) in allowing my child to participate in the HYROX competitive event and other activities (the “**Event**”), I acknowledge and agree as follows:

### II. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

**A. Activities and Risks.** This Event and other activities that I (or my child, as applicable) may participate in and/or assist with as a volunteer (whether simply attending, assisting, observing or actively participating) take place indoors and can include but not be limited to: warm-up exercises; competitive running, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities, use of and/or assistance with any equipment, facilities or premises (this Event and other activities collectively referred to as “**Activities**” or an “**Activity**”). Activities may be scheduled or unscheduled, mandatory or optional, structured or unstructured and include free time. I acknowledge that the inherent risks, hazards and dangers (collectively, the “**Risks**”) of these Activities can cause injury, damage, death or other loss to me, my child or others. I give permission for my child to participate in and/or assist with all HYROX Activities and agree to discuss this Form, and specifically, the Activities and Risks, with my child. The following describes some, but not all of the Risks, as applicable to participant’s Activities:

1. *Risks in any competitive or athletic Activity.* Training for, practicing or competing in strength, endurance or other events and associated with physical exercise, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the physical and mental limits of the participant.

2. *Risks involved in decision making and conduct.* These Risks include the Risk that a HYROX staff member, representative, volunteer, contractor, or co-participant may misjudge a participant’s capabilities, health, or physical condition, misjudge some aspect of instruction, medical treatment, or, that one of those persons may not warn participant (and/or participant’s legal guardian) about one or more of the inherent Risks of these Activities.

3. *Running Risks.* These Risks include the Risk of losing control and falling to the ground, colliding with objects or people (including co-participants, volunteers, or spectators), tripping or falling down or encountering other workout hazards.

4. *Personal health and participation Risks.* The Risk that a participant’s mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these Activities could result in injury, damage, death or other loss.

5. *Supervision and Activities risks.* I understand that neither HYROX nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the Activities or at any time. If the participant is a minor, I agree to take sole responsibility for participant’s supervision before, during and after the Event and other Activities, including during free time and at all other times, and agrees that the parent and child share in the responsibility for the child’s well-being.

6. *Risks regarding conduct.* The potential that participant, co-participant/s and/or third party/s may act in a negligent or intentional manner.

7. *Risk regarding criminal/terrorist activity.* The potential that third party/s may commit criminal acts or acts of terrorism.

**B. Potential Incidents.** These and other Risks may result in participants or an attending parent: falling partway or falling to the ground; being struck; colliding with objects or people; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, or heat exhaustion/stroke); dehydration; hyponatremia; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; or other injury, damage, death or loss -- before, during or even after the participant participates in the Event or other Activities.

**C. Participant Review.** I understand and agree that I (together with my child, as applicable) will review all materials received, accurately complete and agree to the registration information, documents and process, and obey all rules and policies.

**D. Code of Conduct.** These rules and policies include the following code of conduct: I will (1) not consume any drugs or alcohol that will impair my judgment and/or ability to volunteer and assist; (2) respect the rights, dignity, and worth of every individual, including athletes, other volunteers, and spectators; (3) not discriminate against anyone based on sex, ethnicity, religion, ability, or performance; (4) respect all property including but not limited to hotels, athletic facilities, and equipment; (5) act professionally, respectfully and take responsibility for my actions.

**E. Acceptance of Responsibility.** My final acceptance and participation in the Event is contingent upon HYROX’s receipt and review of all required information and forms, including this Form. Before participating in any Activities, I may inspect the race/workout course, facilities, equipment, and areas to be used, if I so choose. I am fully capable of participating without causing harm to myself or others. I further agree that participating in these Activities requires fitness and endurance, that I, in conjunction with my physician, am responsible

for determining whether these Activities are appropriate for myself, before participation. HYROX contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the Activities in which participants will engage. I acknowledge that HYROX does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, Activities take place on premises or at facilities not owned or controlled by HYROX, and HYROX does not oversee or take responsibility for any aspect or condition of these independent facilities or premises; the information provided in this Form is not exhaustive. Other unknown or unanticipated Activities, inherent or other Risks and outcomes may exist, and HYROX cannot assure my safety or eliminate any of the risks. HYROX representatives are available should I have further questions about the Activities or the associated risks. I am voluntarily participating, and I acknowledge the Risks in connection with the Activities. Therefore, I agree that I assume and accept full responsibility for the participant, for the inherent and other Risks (both known and unknown) of the Activities, and for any injury, damage, death or other loss suffered by me or my child, resulting from those Risks, including the Risk of my, a co-participant's, and/or a third party's negligence or intentional or other misconduct, or any of the Released Parties' negligence.

### **III. RELEASE AND INDEMNITY Please read this section carefully. This Release and Indemnity section contains a surrender of certain legal rights.**

**A. Release and Waiver.** To the extent allowed by applicable law, I for myself (and also for my child participant, if applicable), agree as follows: to release and not to sue HYROX, Event sponsors, Event organizers, Event promoters, Event producers, race directors/judges, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and 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 where the Activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the Activities (the "Released Parties"), with respect to any and all Claims, liabilities, suits or expenses (including attorneys' fees and costs) (the "Claim" or "Claim(s)") that I may have, for any injury, damage, death or other loss in any way connected with my enrolment or participation in and/or assistance with the Activities, including use of and/or assistance with any equipment, facilities or premises (and losses resulting from the inherent or other Risks of the Activities). I understand I agree here to waive all Claim(s) I may have against the Released Parties and agree that neither I, nor anyone acting on my behalf, will make a Claim against the Released Parties for any loss I may suffer, if I suffer injury, damage, death or other loss; to defend and Indemnify ("Indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all Claim(s) brought by or on behalf of me, (my participating child) or other family member/s, a co-participant or any other person, for any injury, damage, death, lost and/or stolen property or other loss in any way connected with my, or my child's, enrolment or participation in and/or assistance with the Activities, including use of and/or assistance with any equipment, facilities or premises (and losses resulting from the inherent or other risks of the Activities).

**B. Claim(s) Included.** This Release and Indemnity section includes Claim(s) resulting from any of the Released Parties' negligence (but not any of their intentional misconduct), and includes Claim(s) for personal injury or wrongful death (including Claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other Claim.

**C. Minor Participant.** If the participant is a minor, I (the minor participant's parent) for and on behalf of my participating minor child, agree as follows: I agree to waive and release, in advance, any Claim(s) or cause of action against the Released Parties that would accrue to my minor child for personal injury, including death, and property damage resulting from an inherent risk in the Activity.

### **IV. NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**A. Dangerous Activity Notice.** READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**B. Indemnification.** To the extent allowed by applicable law, I agree to Indemnify the Released Parties for any attorneys' fees and costs incurred by them in defending a Claim or suit brought by or on behalf of my child (whether that Claim or suit is initiated by me, my child or another party) that an arbitrator or court determines is barred under applicable law, or, if the Claim is withdrawn or dismissed.

### **V. OTHER PROVISIONS I understand and agree that:**

**A. Dispute Resolution.** Any dispute or Claim(s) I (or my child) may have arising out of, relating to or in connection with this Form, my (or my child's) enrolment or participation in the Activities, or any other aspect of my (or my child's) relationship with HYROX: 1) shall be governed by the Commonwealth law or if applicated substantive laws of the respective State/ Territory where the Event has taken place (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the Australian Centre for International Commercial Arbitration ("**ACICA**") in accordance with its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. ACICA arbitrator/s knowledgeable in the field and in commercial matters, acceptable to both the parent and HYROX, shall conduct the arbitration. I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Australia.

**B. Parent Status.** If my status as the minor participant's parent is challenged or found invalid, I will release, agree to defend and Indemnify, and not to sue any of, the Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the participant's legal parent.

**C. Entire Agreement.** In regard to my or my child's relationship with HYROX, I agree that the contents of this Form will take precedence over any other forms or contracts I or my child may sign (for parties other than HYROX) in connection with these Activities.

**D. Medical Care.** I authorize HYROX staff, representatives, contractors or other medical personnel to obtain or provide medical care for, to transport to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for my (or my child's) health. I agree to pay all costs associated with that care and transportation. I agree, under the Privacy Act 1988 (Cth) to the release (to or by HYROX, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

**E. Dismissal/Denial.** HYROX reserves the right, in its sole discretion, to dismiss any participant from the Activities, to deny or revoke entry of any applicant at any time, and/or to disqualify participant from the Event. If my child is dismissed or departs for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my child's entry application is denied or revoked, I agree HYROX is not responsible for costs incurred or damages suffered by me, my child, or my family in excess of the amount of the entry fee. I acknowledge and agree that HYROX, in its sole discretion, may delay, modify, or cancel the Event for any reason. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public or natural disaster (including but not limited to epidemics/pandemics of newly identified type of viruses), government actions or regulations restricting the Event (including but not limited to social distancing measures and prohibition on group gatherings, circumstances which lead to the Temporary Places of Public Entertainment license/ permits not being approved by the relevant government department), flood, unavoidable casualty, or any other cause beyond the control of HYROX, there shall be no refund of HYROX's entry fee or any other costs incurred in connection with the Event.

**F. Image Rights.** I grant to HYROX, its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me, my child, and/or my family members (collectively "images"), with right to sublicense, during the Activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by HYROX and I waive any inspection or approval rights. I understand and agree that my (or my child's) name, bib number and race results will be available to the public during and after the Event.

**G. Assignment.** HYROX may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with HYROX's and other Released Parties rights and protections under this Form.

**H. Amendment.** If I sign this Form both on-line and on-site, I agree that the on-site version of this Form, as that version may be amended from the on-line version, will be binding. I also understand that I (and my child) may be required to sign a version of this Form on-site.

**I. Effective Dates.** This Form is effective in regard to participant's enrolment or participation in the Activities from the date signed through the completion of all Activities, and this Form shall remain in full force and effect following completion of all Activities.

**J. Interpretation.** This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

**K. Voluntary Execution.** I, participant and parent/guardian of a minor participant agree: I have carefully read, understand and agree to voluntarily sign this Form and acknowledge that it shall be effective and legally binding upon me/participant, my spouse and other children, my/participant's other family members and my/participant's heirs, executors, representatives, subrogors and estate. The minor participant, his/her guardian or minor participant and his/her parent must complete all information and sign below.

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Participant's Signature  
(Please print legibly)

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Date

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Participant's Name

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Age

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Parent/ Guardian Signature  
(If under 18y.o Parent or Guardian must  
also sign)

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Date