

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

FOR PARTICIPATION IN: International Running Challenge, Lanzarote, November 24th, 2019 (including related programs and/or events) (hereinafter, the Event)

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 Club La Santa ("Event Producer"), (hereinafter, the Organizer) to participate in the Event, I, as the parent or legal guardian of the Participant will be responsible for any obligation of the Participant and, understand and acknowledge that by signing below I am legally agreeing to the terms and statements included in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (hereinafter, the Agreement) and that these statements are being freely and voluntarily accepted by the parties who acknowledge each other enough legal capacity to execute this document in accordance with the following:

GENERAL TERMS AND Conditions of Participation in the Event

First - Subject, scope of application and general regulations

The subject of this contract is governing the General Terms and Conditions of Participation and the legal relationship between the Participant and the Organizer of the Event.

Upon registration, the parent or legal guardian of the Participant acknowledges the race rules in their respective valid versions and in this order, and will be responsible of the acknowledgement and understanding of them by the Participant Compliance with and acceptance of this basis is a fundamental condition for participation in the Event.

Second - Organizational measures

- 1)** The Participant must follow, and the parent or legal guardian will be responsible to make sure the Participant understands and follows, the rules and regulations of the Organizer as defined by General Conditions of Participation, in addition to the race regulations, the official race program/race information, and as notified at any pre-race briefing. Compliance with the instructions given by the Organizer, and accordingly indicated by organization personnel, is mandatory.
- 2)** In case of non-compliance, the Organizer has the right to exclude the Participant from the Event and/or announce the disqualification as he deems convenient, should the order of the Event or the safety of other Participants of the Event be endangered.
- 3)** In case of according medical indications the medical staff is authorized to exclude a Participant from the race for his own safety and/or to deny him further participation in the Event.

4) If the bib is altered in any manner whatsoever, especially if the promotional logo has been made invisible or unrecognisable, then the Participant may be excluded from participation in the Event, in any case he will be excluded from the results (disqualification).

Third - Registration and payment

- 1) Applications are accepted only if the official registration form via internet has been used.
- 2) Once registration via Internet becomes effective upon complete the online registration, the Participant or the parent /legal guardian of the Participant will receive by e-mail, pursuant to section 27.1 of the Act on Information Society, a confirmation of the registration in the Event, which will imply the conclusion of the contract between the Participant and the Organizer subject to the general terms and conditions of participation.
- 3) A copy of this Agreement will be e-mailed to the Participant or the parent /legal guardian of the Participant together with the confirmation e-mail.
- 4) The Organizer may on the date of the Event request the parent or the legal guardian of the Participant, at the check-in, to sign this Agreement.
- 5) Different registration methods to the one above described will not be accepted.
- 6) The Organizer may limit the number of Participants and reserves the right, at its sole discretion, to refuse applications exceeding such a limit.
- 7) The Organizer reserves the right to reject registrations without needing to state the reason. In this case, the Participant will have no right to receive a compensation exceeding the entry fee.
- 8) The Organizer reserves the right to disqualify or to exclude a Participant from the Event at any time, if (a) he/she has provided incorrect information on the registration form, (b) he/she is subject to an order of ineligibility issued by a sports organization or an arbitral tribunal or court of law, (c) if there are concrete reasons for the Organizer to suspect that he/she has committed an anti-doping rule violation (see term 7), and/or (d) if there are concrete reasons for the Organizer to suspect that he/she has committed a crime.
- 9) Participation in the Event is strictly personal and cannot be transferred. Every Participant or the parent /legal guardian of the Participant must personally collect his race bag and documents. The bib shall not be transferred to a third party. In case of violation, the Participant will be disqualified.
- 10) A listed Participant who does not start in or withdraws from the Event for whatever reasons is not entitled to any compensation.

Fourth - Disclaimer of liability

- 1) The organizer may in its sole discretion, delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. If the event is delayed, modified, or cancelled for any reason, including but not limited to directives issued by authorities, "force majeure" or race course conditions, or any other cause beyond the control of organizer, there shall be no sort of refund of organizers.
- 2) The Organizer is not liable for damages except in cases of intent or gross negligence, which shall be proved.

3) The Organizer will take no responsibility for health risks of the Participant in connection with the participation in the Event. The Participant and the parent /legal guardian of the Participant are aware that participation in the Event bears risks and that risk of serious danger and also death cannot be excluded by the Organizer in any case.

4) The parent or legal guardian of the Participant acknowledges and agrees that it is his responsibility to determine whether the Participant is sufficiently fit and healthy enough to safely participate in the Event without reservations.

5) The parent or legal guardian of the Participant certifies that the Participant has not been advised against participation in the Event by a qualified medical doctor or comparably.

6) The Participant is fully responsible for the condition and adequacy of his/her competition equipment.

7) The Participant and the parent or legal guardian of the Participant state that they are aware of the inherent dangers of the race, in particular, those that may appear on the course route such as vehicle or pedestrian traffic and therefore he takes all the risks related to the sports of running, which constitutes the Event. The Participant and the parent or legal guardian of the Participant 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.

8) It is the duty of the Participant to make himself/herself familiar with the race circuit and competition areas. By participating, the Participant and the parent or legal guardian of the Participant accept the race circuit and competition areas as they are presented for participation in the Event. The Participant or the parent /legal guardian of the Participant shall immediately notify to the Organizer any dangerous sections and /or areas of the race circuit he/she becomes aware of.

9) The Participant and the parent or legal guardian of the Participant are aware of the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and he/she recognizes that consumption of alcohol and/or drugs might impair his/her judgment and sporting skills. He/she assumes responsibility for any injury, loss or damage caused by his/her consumption of alcohol and/or drugs.

10) Should medical treatment of the Participant be necessary during the Event, the parent or legal guardian of the Participant declare in advance his consent with these measures. Medical treatments are not included and the parent or legal guardian of the Participant will be directly charged according to the general medical rates. The Organizer does not provide for insurance coverage for the medical treatment of the Participant and is not obliged to do so. It is in the responsibility of the parent or legal guardian of the Participant to ensure adequate insurance coverage for medical treatments. A liability of the Organizer is thus excluded.

11) The Organizer cannot be held liable for misplaced items belonging to the Participants. The Organizer shall assume no liability for items of the Participants stored by himself or third parties employed by the Organizer; the liability of the Organizer due to negligent selection will remain untouched.

Fifth - Copy rights/transmission rights

Upon the Participant's registration, and for no consideration, the parent or legal guardian agrees and authorizes expressly the Organizer to use on a non-exclusive basis, in all the world and for the time legally permitted the image, name and voice of the Participant, in relation with any material elaborated by the Organizer or the natural or corporate persons entrusted and authorized by the Organizer for the Event. The Organizer could conduct the exploitation and disclosure by means of videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement or promotion materials, related to the Event on the following: pictures, films, interviews and any other reproduction where the Participant appears during the Event and any other Event he is registered in.

For clarifying purposes the Intellectual Property Rights to images and sound of the Event lie exclusively with the Organizer and not with the entities entrusted.

Sixth - Severability Clause/Place of performance/ Applicable law

- 1) If individual provisions of this Agreement are wholly or partially invalid or unenforceable, this does not affect the validity of the rest of this Agreement. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.
- 2) Place of performance for all obligations arising under or in connection with this Agreement is the place where the Event will take place.
- 3) This Agreement shall be exclusively governed by the Spanish law.

Seventh - Doping

Upon signing this Agreement, the Participant and the parent or legal guardian of the Participant expressly acknowledge that the Anti Doping provisions in their respectively valid version are binding on him. Blood thresholds – if to the extent that Anti-doping code of the national Federation (in the country the Event takes place) defines so – are binding. If in a blood control these thresholds values are exceeded, the Organizer is entitled to pronounce a suspension from the race.

No right to start at the Event exists during pending doping proceedings, no matter before which court of law or arbitrator, and also in case of concrete reasons for a doping suspicion. In this case, claims in respect of appearance fee, prize money or other claims as well as possible subsequent claims (damages) are excluded.

Eighth - Data collection and data utilisation

Pursuant to the provisions of the Parliament Act 3/2018, of 5th December, on Personal Data Protection and digital rights, and the Act 34/2002, of 11 July, on Services of the Information Society, the Participant and the parent or legal guardian of the Participant shall be informed of the following:

- 1) The personal information of each Participant, given at the time of registration, will be stored in a computerized file owned by the Organizer in accordance with the provisions of the Data Protection Act. Upon his registration, the Participant and the parent or legal guardian of the Participant consent to storage of personal information.

- 2) That said details are used in the performance and development of the Event including the medical assistance to the Participant in the course routes and in the finishing line on the part of the medical services responsible for the Event.
- 3) That the stored data under paragraphs 1 and 2 will also be communicated to a third company responsible for the measurement of times, to a third party in order to issue a results list and also for release of this list on the internet. Upon registration, the Participant and the parent or legal guardian of the Participant give their consent to storage and disclosure of data for these purposes.
- 4) That the Participant's surnames, given name, birth year, sex, federation, if any, bib number and ranking (ranking and times) will be printed and/or published with the aim of presenting the Participants' lists and the results in all relevant media (printed matter such as the program and the results list as well as on the Internet). Upon registration, the parent or legal guardian of the Participant give his consent to storage and disclosure of data for these purposes.
- 5) The Participant or the parent or legal guardian of the Participant may revoke the above consents and exercise his rights to access, correct, oppose and cancel his details by contacting the Organizer at: events@clublasanta.com

The parent or legal guardian of the Participant guarantees his/her condition as such and that he has enough legal capacity to execute this agreement, which he has read and understands and voluntarily signs as registration application, which (will proceed) by clicking the box below.

The personal information of the parent or legal guardian will be stored in a computerized file owned by the Organizer with the purpose of being able to identify them, to have the appropriate authorization in favor of the Participant and, where appropriate, link them with the Participant.

The parent or legal guardian may revoke the above consents and exercise his rights to access, correct, oppose and cancel his details by contacting the Organizer.

IF YOU DO NOT ACCEPT THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION THAT YOU HAVE READ, PLEASE DO NOT TAKE PART IN THE EVENT.

I have read and accept the general terms and conditions of this Agreement.