



EVENT REGISTRATION, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (THE “AGREEMENT”) FOR PARTICIPATION IN:

ANY Foundation Tri Curacao and PC Racing Events (including related programs and/or event), (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.

I understand and acknowledge that by signing below I am legally agreeing to this Agreement with Foundation Tri Curacao and PC Racing, a company organized and existing under the laws of Curacao, (the “Event Organizer”) regarding the Event.

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, to take out and maintain suitable insurance cover against

any injury I might sustain and I certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. 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 risk 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, equipment failure, inadequate safety equipment, 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 below.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and 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 the Event Organizer, Curacao (the event location), regional council, event sponsors, event organizers, event promoters, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, all other persons or entities involved with the Event and all local and borough councils, authorities, county councils and other Government bodies, and/or 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 (including but not limited to, for the

avoidance of doubt, all of the Event Organizer's affiliated companies), licensees, officers, directors, partners, board members, shareholders, 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, damages (including both direct and/or indirect damages), losses (economic and non-economic), of any kind which I have or may have in the future, including court costs, legal 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 my death, personal injury, partial or permanent disability, negligence, property damage or damages of any kind, which arise out of or relate to my training and participation in an event organized by mentioned parties, property theft and Claims relating to the provision regarding medical care and/or 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 the negligent acts, omissions, or the carelessness of the Released Parties- The aforesaid does however not limit the liability that follows from applicable mandatory law.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims and I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred and Claims made by me or other individuals or entities 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 rules and documents set forth in Section 5 below and/or my actions or in actions 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, the Event Organizer's Competition Rules, including the Event Organizer's Doping Control Rules included therein, and information in the Athlete Information Guide 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 care and treatment that may be deemed advisable in the event of injury, accident or illness to me while participating in the Event by medical staff, a physician and/or hospital and I agree to be responsible and assume full liability for any and all costs incurred in relation to my possible injuries, accidents or illnesses. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

7. I authorize and voluntarily consent to the release and disclosure of any health related information about me to or by a physician, emergency personnel, medical team member or any Event staff for the purposes of diagnosing or providing treatment to me, for payment purposes, co-ordination of care and for health care operations.

8. I hereby grant to the Event Organizer and its affiliates the right to use my name, image, voice, and/or likeness, without compensation, captured during the Event by the Event Organizer, its affiliated entities or contractors, for any purpose whatsoever and in any type of media.

9. I acknowledge and agree that the Event Organizer, in its sole discretion, may 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 disasters 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, unavoidable casualty, race course conditions, or any other cause beyond the control of the Event Organizer, there shall be no refund of the Event Organizer's entry fee or any other costs incurred in connection with the Event.

10. I understand that I must meet the cut-off times specified on each leg of the course. Should I not meet the specified cut off times then I fully understand that I will be considered withdrawn from the race, my timing chip will be removed by race officials, and I will not be allowed to continue around the course. I understand that I will be listed as "did not finish" - "DNF".

11. I acknowledge that my entry fee and place in the Event are NON TRANSFERABLE from person to person, race to race, year to year.

12. The Event Organizer will loan me a timing chip for the duration of the race, and I acknowledge that by picking up this chip I am agreeing that I will return my chip to the race organizers or I will be charged for the cost of its replacement. I acknowledge that if I do not start the race, I am still responsible for returning the chip to the race organizers.

13. I understand that the Event Organizer 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 any entry application exceeding the amount of the entry fee.

14. A legal guardian who signs this Agreement on behalf of an incapacitated person or a minor (hereinafter "Said Person") hereby acknowledges and guarantees 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.

15. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the substantive law of Curacao. 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 enforce-ability of any remaining provisions. This Agreement constitutes the entire understanding in relation to its subject matter. All other terms, whether express or implied, written or oral, are hereby excluded to the fullest extent permitted by law.

16. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be exclusively resolved by the courts of Curacao.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, OR IF NOT OF LEGAL AGE THE DOCUMENT IS SIGNED BY A PARENT OR LEGAL GUARDIAN.

I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

Name:

Parent or Guardian Name:

Date:

Signature:

Parent or Guardian Signature: