

K3 ULTRA 28.09.2024

Release and Waiver of liability, assumption of risk and indemnity agreement for participation in: K3 ULTRA September 28 2024 (85 km, 63 km, 43 km, 23km, 13 km, GEOPS PROFI 20 km trail running, including all related programs and/or event,).

Attention! 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. YOU MAY WISH TO TAKE INDEPENDENT LEGAL ADVICE.

I
name, surname, family name

Date of birth.....

Address.....

Phone:.....

e-mail:

I understand and acknowledge that by signing below I am legally agreeing to the statements in the following K3 ULTRA 2024 Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (“Agreement”) and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives,

executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge running and trail running 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 due to my participation and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or mental condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. 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 and trail running 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 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. 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 herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgement and motor skills. 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 SPORTS Association K3 ULTRA, event sponsors, event organizers, event promoters, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, 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, licensees, officers, directors, partners, board members, shareholders, members, 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, demands, damages (including direct, indirect,

incidental, special and/or consequential), losses (economic and non-economic), and causes of actions, of any kind or any nature, 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 and damages or any kind, property theft, and Claims relating to the provision of first aid, medical care, medical 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, save where death or personal injury is caused by the negligence of the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein (save for death or personal injury caused by their negligence) I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, legal fees and litigation expenses, 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 race sanctioning body’s competitive rules, Association K3 ULTRA, and information in the Athlete Information Guide, and/or my actions or inactions 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, Association K3 ULTRA, Doping Control Rules, and information in the athlete information guide, as they may be amended from time to time, 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 a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, I authorize Event Producer or any of its agents, employees, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required and is given to provide authority and power to render care which the above-mentioned may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. 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 my protected health information, health services provided to me, and/or any health related information about me by a physician, emergency personnel, medical team member or any Event Producer employee for the purposes of diagnosing or providing treatment to me, for payment purposes, coordination of care and for health care operations including necessary administrative and business functions related to my protected health information, including but not limited to, the release of my protected health information to Event Producer, Association K3 ULTRA, sanctioning entity, insurance carriers, medical insurance coordinators, other health care providers, parents/guardians, and/or hospitals. I understand there is no expiration for this health information disclosure authorization; I have the right to revoke this authorization, unless action has been taken in reliance on this authorization, and that treatment will not be conditioned upon this authorization.

8. I hereby grant to Association K3 ULTRA and to the event organizers the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Association K3 ULTRA, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CD's, DVD's, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

9. I acknowledge and agree that Association K3 ULTRA, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or

canceled for any reason, including but not limited for wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Association K3 ULTRA, there shall be no refund of K3 Ultra's entry fee or any other costs incurred in connection with the Event.

10. I understand that I must meet the cutoff 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. Furthermore, I shall not assign or subcontract my rights or obligations under this Agreement.

12. I understand that Association K3 ULTRA 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.

13. A legal guardian who signs this Agreement on behalf of an incapacitated and/or mentally challenged person (hereinafter "Said Person") hereby acknowledges 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. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.

14. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Bulgaria. 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 enforceability 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.

Name _____

BIB / racing number _____

DATE _____

SIGNATURE _____

DECLARATION - AGREEMENT
for the processing of personal data
under Regulation (EU) 2016/679
(EU GDPR)

Full Name:

.....
.....
.....

birthdate.....

e-mail:

phone.....

on the basis of REGULATION (EU)
2016/679 (EU GDPR)

I declare:

1. **I agree** that my personal data can be processed and stored by Association K3 ULTRA under UIC 205427905, in its capacity as a personal data controller, for the time limits established by legal and statutory instruments.

2. **I agree** my personal data be can processed, stored and made available to third parties only for the following purposes:

- for making insurance for participation;
- in provision of medical care;
- for maintaining my profile in the K3 ULTRA system;

- for ranking for the events of K3 ULTRA (in this case K3 ULTRA);
- for reporting results from polls after the personal data is erased;
- in case of threat for the health and life of other people;

3. **I have given my consent** to the processing of my personal data, specifically for the purposes I have indicated in paragraph 2 above and on the basis of the minimum information required by the controller under REGULATION (EU) 2016/679 (EU GDPR).

4. **I agree** for the publication of official photos from the K3 ULTRA 2024 event on the official site of K3 ULTRA / K3 ULTRA / as well as in the Social Networks maintained by the Association.

5. **I agree** my name being published in national / international media when reporting official results and publishing the event leaders.

6. **I agree** my personal data to be used for the purpose of making a decision based on automated processing, including profiling.

7. **I have been informed about:**

- the purpose and means of processing my personal data;
- the voluntary nature of the providing the data;
- my right to withdraw my consent to process my personal data at any time based on REGULATION (EU) 2016/679 (EU GDPR).

8. **I am aware** that, in the event of an existing threat to the health or the lives of

others, before providing my personal data, the Personal Data, the Administrator K3 ULTRA is required to inform me.

For detailed information about the GDPR Policy of the organization, please refer to: <https://k3ultra.bg/en/general-terms/>

Date:

Signature:

/ name, family /