



WAIVER – RELEASE OF LIABILITY

1.1 This Release and Waiver of Liability and Indemnification Agreement (hereinafter referred to as the “Agreement”) govern the legal relationship between the participant of the event and the event organiser regarding the participant the participation in any triathlon, swim, bike or run races at The Collins Cup and all side events (hereinafter each of the races shall be referred to as the “event”).

The event organiser’s contact data are as follows:

X-BIONIC @ SPHERE a.s.
Dubová 33/A, 931 01 Šamorín, Slovenská republika
ID No: 46 640 134
Business Register of the District Court Trnava, Section: Sa, Insert No.: 10684/T
Phone: +421 31 326 2000
E-Mail: event@x-bionicsphere.com

&

PTO Commercial Limited
collinscup@protriathletes.org

Upon registration, the participant accepts the following regulations, provisions and rules as stated in this Agreement to be binding. Acceptance of this Agreement and the following rules regarding the event is a basic prerequisite for participating as a participant in the event:

- Entry Information for The Collins Cup;
- Athletes’ Guide (which will be published by the organiser on the homepage before the event and races, and also send to athletes via e-mail;
- Information communicated at the race meeting, including potential changes;
- The actual Competition Rules of World Triathlon (sports regulations, organisers’ regulations, national regulations, anti-doping code, race marshals’ regulations, as well as the legal order and rules of procedure and disciplinary code).

2.1 The participant is to comply with the organiser’s conditions in accordance with the Entry Information for Collins Cup, the Agreement, the Athlete Guide, the information and changes communicated at the race meeting as well as the World Triathlon Competition Rules.

2.2 Attending the race meeting/watching supplied video briefings is obligatory for all participants.

2.3 Participants are to strictly follow the instructions given by the organiser and its staff (who will be recognisable as such).

2.4 In any case of violation of the foregoing, in particular if the regular course of the event is and/or may be impaired, and/or the safety of other participants is and/or may be in danger, the organiser is at all times entitled to exclude the participant from the event or to disqualify them. In addition, in case of any violation of race rules, the organiser always has the right to disqualify athletes in consultation with the race jury.

2.5 The members of the medical services in charge of the event are entitled to prohibit any participant from taking part or continuing the participation in case of health problems of the participant and for the participant’s own safety. Their decision is final. Unless the members of the medical services allow a participant to continue, they will be eliminated from the race.

2.6 If the official start number (BIB) is changed in any way, or if the advertising print is removed or made illegible, the participant will be excluded from participation and timekeeping (disqualification).

3.1 The rules for changes in the participant’s registration and for the withdrawal of registration are laid down in the Entry Information for the Collins Cup.



3.2 The organiser is expressly entitled to reject a participant's registration without giving a reason. In particular, the organiser reserves the right to disqualify and/or exclude the participant from the event at any time, especially if:

- a) The participant has culpably indicated wrong personal and other data in his registration,
- b) The participant is subject to a suspension imposed by a sports federation, arbitration court or court,
- c) There are strong reasons for suspecting that the participant has violated the doping regulations (Article 6 – Doping) and/or other athletes' regulations, or
- d) There are strong reasons for suspecting that the participant has committed an offence.

3.3 Participation in the event is strictly personal. The participant must collect the start documentation and participate in the event themselves. If a participant cannot take part in the event for any reason they should contact the event organiser for further guidance. Refunds for any reason not stated within the event's terms and conditions will be at the discretion of the event organiser.

Start numbers cannot be given to any third party individual, transfers will be considered at the discretion of the event organiser.

4.1 The organiser is able to change the event, change the date of the event, to start it with a delay, postpone the event, to implement any changes to the event or to cancel it, if the organizer is of the opinion that due to a change in conditions (e. g. weather) the safety of the race is endangered or cannot be guaranteed.

4.2 The organiser shall only be held liable for material and financial damage that has been caused by gross negligence or intentional acts of the organiser and this liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 2,000,000 for damages to persons, and EUR 1,000,000 for damages to property, per one and all damaging events.

In case of a negligent violation of a major obligation of the organiser, the organiser's liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 2,000,000 for damages to persons, and EUR 1,000,000 for damages to property, per one and all damaging events.

The foregoing limitations of liability also apply to the liability for damages caused by the employees, volunteers, officials and other representatives, whose services the organizer uses in connection with the event or with whom the organizer has contractual relationships for this purpose.

4.3 The participant shall indemnify the organiser, as well as its employees, volunteers, officials and other representatives, whose services the organiser uses in connection with the event or with whom the organiser has contractual relationships for this purpose, from any liability vis-à-vis third parties, if these third parties suffer damages caused by the participant as a result of his participation in the event.

4.4 The organiser does not assume any liability for health risks of the participant in relation to the participation in the event.

The participant is aware of the fact that the participation in the event has inherent risks, and that a risk of serious injuries including death cannot be excluded.

The participant hereby confirms and agrees that they shall themselves be responsible for determining whether they are sufficiently fit and of good health in order to take part in the event without any concerns.

The participant further confirms that no doctor or person of comparable position has recommended not to take part in the event.

4.5 The participant shall themselves be responsible for their personal items and for the technical safety of their race equipment.



The participant is aware of the fact and acknowledges that there can be vehicle or pedestrian traffic on any part of the race course, and shall act accordingly and bear the risks resulting therefrom. The participant shall also bear any risks which are associated with swimming, cycling and running and/or other parts of the event or with their participation in the event. This shall in particular but not limited to include the following risks involved with the participation in the event:

Falls, danger of collision with vehicles, pedestrians, other participants and solid objects, dangers that result from dangerous surfaces, inclement weather, material failure and insufficient safety equipment.,

It is every participant's obligation to get familiar with the race course and the transition zones. When participating in the event, the participant accepts the courses and transition zones as they are set by the organiser.

The participant is to inform the organiser immediately if they get knowledge of any dangers on the race course.

4.6 Consumption of alcohol or recreational drug use immediately prior to or during the event is strictly prohibited during the event and will result in disqualification from the event.

The participant alone shall be responsible for all consequences resulting from the consumption of alcohol, medication and drugs. The organiser has the right anytime to test participants for the presence of prohibited substances. A positive test means immediate disqualification from any race at the event.

4.7 If medical treatment of the participant is necessary during the event, the participant in advance declares their consent thereto.

Medical services are not included in the entry fee and the participant shall be directly charged therefore in accordance with the usual medical tariffs.

The organiser shall not provide any insurance coverage for medical treatment and is not obliged to do so. It is within the responsibility of each participant to ensure sufficient travel medical insurance coverage for medical treatment within organised sports competitions unless otherwise covered by a country's universal healthcare. The participant hereby confirms and agrees that he/she has medical insurance which will cover at least: any accident occurring before, during and after event, any sickness that athlete could suffer during the event and after event, any and all costs for medical treatments. Any liability on the part of the organiser in relation to any insurance coverage for medical treatment shall be excluded.

4.8 The organiser does not assume any liability for any items lost by participants. Furthermore, the organiser does not assume any liability for any items the organiser or third parties engaged by the organiser have stored for the participant free of charge.

5.1 Upon registration, the participant transfers the right to the organiser and gives the organiser their admission to disseminate and publish their name as well as photos, film recordings or other image or audio recordings and copies thereof, as well as interviews of the participant that have been made by the organiser, by third parties engaged by the organiser or by the media in connection with their participation in the event, in the form of videos, CDs, DVDs, broadcasts, telecasts, podcasts, webcasts, online streaming, recordings, films, advertisements and advertising materials, without any material, time and territorial limitation and without any claim for remuneration on the part of the participant.

5.2 All image and audio rights of the event (rights to use and exploit images and audio recordings without any limitation regarding time, place or content, including the right of public reproduction in whole or in parts) shall exclusively be owned by the organiser.

Anti-Doping

6.1 The participant undertakes to help fight against doping. The participant accepts the Anti-Doping Code (ADC) of World Triathlon as well as the Code of the World Anti-Doping Agency (WADA) in their current versions as binding.

The athlete confirms that they have not violated any anti-doping regulations and that he shall adhere to the valid anti-doping regulations also in the future.



6.2 The participants chosen by the organiser or any anti-doping organisation shall be obliged to take part in an anti-doping test.

In the case of a positive test result or if the valid limit is exceeded, the organiser can exclude the participant from the event.

6.3 Furthermore, the organiser may also conduct doping tests after the event. The participants chosen by the organiser or any anti-doping organisation shall be obliged to take part in this test.

In case of confirmed doping, the participant will be disqualified subsequently.

6.4 If any anti-doping organisation after the event detects that the participant committed a doping offence within one year before the event, the participant can be subsequently disqualified by the organiser.

The same shall be applicable if it is subsequently detected that the participant doped during the event.

6.5 While doping proceedings are pending – irrespective of the (arbitration) court or federation – or if there are justifiable reasons to suspect doping, the organiser can exclude the participant from participation.

6.6 In case of a positive test result, and until final clarification of the matter, the parties undertake to refrain from any acts or statements which could damage or endanger the participant's, the organizer's or the event's reputation in the public. In particular, the participant shall be presumed innocent until final clarification.

In such a case, the organizer shall immediately inform the World Triathlon, which will then proceed in accordance with its existing regulations.

Participating in the event/GDPR

7.1 The organiser as specified above is in a position of the controller of participant's personal data, which are collected upon registration by joint controllers according to Art. 26 of GDPR (General Data Protection Regulation - the regulation of the European Union on the protection of natural persons with regard to the processing of personal data). Personal data of participants are being stored and processed for the purposes of proper performance of Agreement, which is in particular, but not exclusively the registration to participate in the event, participation in the event, evaluation and disclosure of the results, informing about the event and its results and execution of other activities directly related to the event, as stated in Agreement and related documents.

The organiser processes the personal data of the participants in the following extent: name, surname, date of birth, address, phone, email, gender

7.2 Provision in accordance with art. 7.1 presents a contractual requirement and participants are not obliged to provide the organiser with the personal data. The possible consequences of failure to provide such data are inability to fulfill contractual obligations and inability to attend the event. The organiser processes the personal data throughout the duration of Agreement.

Advertising and Photography

7.4 The organiser will secure photographer services to capture the event on visual and audio visual tracks (photos and videos). As a part of this act there will occur the provision of personal data of the participants captured on photos and videos. Provision of personal data according to this Art. will be executed on the legal basis of a given consent as stated in Art. 6, par. 1, letter a) of the GDPR and Art. 9, par. 2, letter a) of the GDPR.

7.5 The provision of personal data of the participants captured on photos and videos will be executed for marketing purposes, purposes of presenting the goods and services of the organiser and presentation of the event. Provision in accordance with art. 7.4 does not present a contractual requirement and participants are not obliged to provide the organiser with the personal data. The organiser processes the personal data during the whole period of validity of the consent.



7.6 Part of the contractual obligation is the commitment of the organiser to inform the public and disclose the results of the event. For this purpose personal data in this extend according to Art. 7.1, Art. 7.5 and information of particular results such as start number and result (position and times) of the participant being processed by printing or publishing in the form of lists of participants and results in all media that are relevant for the event (for example printed matter such as program booklet and result booklet, and on the Internet, on TV or radio).

Joint controllers and third parties

7.7 The organiser jointly determines the purposes and means of processing, with joint controller:

Challenge Family GmbH, USAT, Do North Events, X-Bionic Sphere and PTO Commercial Limited.

(all shall hereinafter be referred to as the “Joint controllers”).

The Joint controllers determined their respective responsibilities for compliance with the obligations to ensure the personal data protection in accordance with Art. 26 of the GDPR.

7.8 The personal data collected, processed and stored by the organiser will be disclosed to third parties, who are in a position of a processor pursuant to Art. 28 of the GDPR as follows:

subjects providing medical care and health services during the event, subjects providing photographic services, subjects providing accounting services, subjects providing service of time-keeping, other subject for the purpose of providing lists of results and posting these lists on the Internet. Rights of the participant

7.9 When the processing of the personal data is based on the consent of the participants, they can revoke the consent at any time by contacting the organiser by sending a request in writing to the e-mail address: collinscup@protriathletes.org. The revocation of the consent will not affect the legality of processing the personal data prior to its revocation.

7.10 The participants whose personal data are being processed have right of access to personal data, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object and right to address a complaint regarding the provision of the personal data to supervisory body which is the Office for Personal Data Protection of the Slovak Republic. Contact details of the supervisory body:

Úrad na ochranu osobných údajov Slovenskej republiky
Hraničná 12
820 07 Bratislava
Slovak republic
+ 421 /2/ 3231 3214
statnydozor@pdp.gov.sk

8.1 Should any provision of this Agreement be entirely or partially invalid for any reason, this shall not affect the validity of the remaining provisions. An invalid or unenforceable provision (or an invalid part of a provision) shall be automatically replaced with such a provision that is valid and enforceable, and comes closest to the economic purpose of the invalid or unenforceable provision.

8.2 The place of performance for the obligations arising from this Agreement is the place of the organiser's registered office.

8.3 The parties have expressly agreed that this Agreement and the legal relations arising from this Agreement and/or those not governed by the Agreement, and contractual relations and other relations established by this Agreement (inclusive of conclusion, termination and content of the accountable and non-accountable commitments even if one of the contractual parties is not an entrepreneur and/or the conclusion and execution of this Agreement does not apply to their business) shall be governed in accordance with generally binding legal regulations of the organizer's registered office. Any dispute arising from this Agreement shall be decided by the general courts of the territory in which the event is held, with local jurisdiction of the court according to the organiser's registered office.



In agreeing to this waiver or/and participating in the event, I agree that I have read this Agreement and I expressly accept all the rules and regulations regarding the event included in this Agreement and other documentation regarding the events binding.

9.1 All local and national restrictions/guidelines in enforcement at the time of the event will be enforced in addition to any and all PTO COVID requirements which will be clearly communicated prior to the event.

All registered participants and anyone attending on site will be required to follow any mask wearing guidance that may be in place at the time of the event, all of which will be clearly signed.

If entering the country to attend the event, all registered participants and event attendees will be required to follow all travel restrictions in place at the time of travel.

All COVID protocols and policies are subject to change as the global COVID situation continues to evolve.

If any registered participant or supporter suspects that they may be infected with COVID you are strongly advised to get a test as soon as possible and should under no circumstances attend the event if you have tested positive for COVID within 14 days of the event.

If you have any questions or concerns you should contact the event organiser via collinscup@protriathletes.org

10.1 If any PTO Tour event is cancelled or postponed for any reason, COVID or other, all registered participants for the event in question will be eligible for a full refund

If a registered participant is not able to attend or race a PTO Tour event due to personal COVID related issues (i.e. requirement to isolate following contact with an infected individual, infection with COVID, lack of sufficient recovery from a COVID infection or other similar reason they will be eligible for a full refund. To process the refund the registered participant will be required to submit evidence of their positive COVID test (PCR or antigen/lateral flow) or other supporting medical report confirming their inability to race.

Any registered participant who wishes to request a refund for COVID-related reasons should contact the event organiser via the following email address sending an explanation of your reason for requesting a refund along with any supporting evidence (e.g. positive COVID test): collinscup@protriathletes.org.

02/08/22

Print Name: _____ Date: _____

Signature: _____

Parent/Guardian Name (for participants under the age of 18): _____

Parent/Guardian Signature: _____ Date: _____