



## PARTICIPATION CONTRACT AND WAIVER OF LIABILITY

<b>Last and first name:</b> _____
<b>Date of birth:</b> ____/____/____ (dd/mm/yyyy)
<b>Personal Identification Number (if Bulgarian national)</b> _____
<b>Gender:</b> <i>Male</i> <i>Female</i>
<b>Nationality:</b>
<b>Address:</b>
- <b>Street / Number</b> _____
- <b>Zip (postal) Code / City</b> _____
- <b>Country</b> _____

**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 the Lion Heart sports club NGO (hereinafter referred to as the "Organizer") to participate in the Lion Heart Utopia cross triathlon (hereinafter referred to as the "Event"), I, the Participant, 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 referred to as 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:

### **I. Organizational Measures:**

- 1) The Participant must provide a copy of a valid personal health insurance, covering him or her from injuries and/or death that may occur during the participation of a sport event with open water swimming, mountain biking and trail running on and off the national transport road system. Failure to provide a valid insurance allows the organizers of the Event to prevent the participant from taking part.
- 2) The Participant must follow the Rules for Participation in Lion Heart Utopia – Olympic Cross Triathlon and any other regulations of the Organizer as may be applicable, in addition to the race regulations, the official race program/race information;



- 3) 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;
- 4) 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;
- 5) If the bib is altered in any manner whatsoever, especially if the promotional logo and race number have been made invisible or unrecognizable or the race timing bracelet and / or GPS device have been lost then the Participant may be excluded from participation in the Event, in any case he will be excluded from the results (disqualification);
- 6) If the physical or mental condition of the Participant hinders his / her safe further participation in the race the Organizer and/or medical assistants have the right to disqualify the Participant and take him / her out of the race and the official ranking;
- 7) If the Participant fails to meet the cut-off times between the different stages of the race and / or between the different checkpoints in any given discipline the Organizer has the right to disqualify the Participant and take them out of the race for his / her and the overall safety of all involved.

## **II. Waiver 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" (such as pandemics, martial or health care emergency law, natural disasters or else) or race course conditions, or any other cause beyond the control of Organizer, there shall be no refund of organizers entry fee. The Participant has no right to withdraw from contract in this case. Any claims of the Participant – for whatever legal reason – incurred in connection with the Event are excluded in this case;
- 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 is 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 Participant acknowledges and agrees that it is his responsibility to determine via a medical examination henceforth a medical note or other document whether he / she is sufficiently fit and healthy enough to safely participate in the Event without reservations;
- 5) The Participant certifies that he 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 is responsible to provide the full obligatory equipment as per the race regulations provided by the Organizer at [www.utopia.lionheart.bg](http://www.utopia.lionheart.bg). Failure to comply or inability to provide missing elements before the start of the race will lead to a direct disqualification;
- 8) The Participant states that he is 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 trail running, mountain biking and open waters swimming which constitute the Event and the sport of triathlon. The Participant also assumes 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;
- 9) The Participant is aware of and takes up all risks regarding his / her participation in the Event, including but not limited to: falls, collisions with vehicles, pedestrians, other participants and fixed objects, surfaces impairments, problematic, outdated or damaged equipment as well as hazards which may occur due to bystanders, volunteers or factors of weather and climate;



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

11) The Participant is 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;

12) Should medical treatment of the Participant be necessary during the Event; the Participant declares in advance his consent with these measures. Medical treatments are not included in the entry fee and the Participant will directly be charged according to the applicable medical rates outside of the first medical response and transportation to a medical venue or hospital provided by the Organizers. The Organizer does not provide for insurance coverage for medical expenses of the Participant and is not obliged to do so. This is entirely the responsibility of the Participant and is covered by his or her personal medical insurance;

13) It is in the responsibility of the Participant to ensure and provide an adequate personal insurance covering for medical treatments. A liability of the Organizer is thus excluded. If a Participant fails to provide a valid personal insurance he / she will not be allowed to partake in the Event;

14) 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;

15) When applicable the Participant is bound to comply promptly with the injunctions and regulations of the ministry of healthcare in the republic of Bulgaria, as well as the national operational quarters fighting against the spread of Covid-19. The compliance with all recommendations and regulations enforced in the given moment are a personal liability of the Participant and their abidance shall be strictly enforced and followed by the Organizer.

### **III. Copy rights/transmission rights:**

Upon his registration, the Participant, without compensation, grants to the Organizer the right, permission, and authority to use the name, image, voice, and/or likeness, captured during the Event by the Organizer. Likewise, the Participant grants to the Organizer and to the natural and corporate persons he entrusts the exploitation and disclosure by means of videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever, the right 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;

The Participant grants the rights on his image and any other related right so that they can be exploited without restrictions related to the person, time, form or territory;

Rights to images and sound of the Event lie exclusively with the Organizer.

### **IV. 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 Bulgarian law.

V. Doping

Upon signing this Agreement, the Participant expressly acknowledges that the Anti-Doping provisions of the World Triathlon Corporation (WTC), in their respectively valid version are binding on him / her. Furthermore, 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.

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The Participant affirms that he is, or will be on the date of the Event, over 18 years of age, 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.

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.

**Date and place of signing** \_\_\_\_\_

**Participant signature** \_\_\_\_\_

**Signature of the representative of the Organizer** \_\_\_\_\_