Participant's Declaration

By registering for this event (the "**Event**"), I (the "**Participant**") declare that I accept the conditions of these regulations (by ticking the "Regulations" section in the online registration form) and will comply with the conditions set out in these Regulations. **Registration and Participation**

- 1. I am aware that I may take part in the Event only if I (i) fully and truthfully complete the registration form; (ii) pay the entire entry fee; and (iii) unconditionally accept the conditions of these Regulations and all the rules and guidelines of the Event.
- 2. I warrant and declare that I am fully authorised to register for the Event via the website of the Event and that I am authorised to use the credit card or other means of payment stated by me to pay the entry fee. I declare that I will not reverse or challenge the credit card transaction, the digital transfer or the direct debit collection. The website of the Event may be made available on behalf of the Event by MYLAPS B.V. ("MYLAPS") or by the organiser of the Event (the "Organisation").
- 3. If I register a third party for the Event, I declare that I am authorised to make that registration on behalf of that third party. I accept that the conditions of this Participant's Declaration apply to me as well as to any third party for whom I act as representative or agent.
- 4. I am aware that my registration is final and cannot be cancelled. The entry fee is payable on registration.
- 5. I accept that my registration is personal and non-transferable, unless the Organisation so expressly allows.
- 6. I declare that I am at least 18 years old on the day of the Event.
- 7. If I register a third party who is not at least 18 years old on the day of the Event, I also declare that, as that minor's statutory representative, I have given permission for his or her registration and have given the permission and indemnification referred to in this Participant's Declaration on behalf of the minor. Liability/indemnification
- 8. Participation in the Event is at my own risk. MYLAPS is not liable for any loss, by any name, directly or indirectly incurred by me or my surviving relatives as a result of the participation in the Event, unless that loss is directly due to intent or gross negligence on the part of MYLAPS.
- 9. MYLAPS is not liable for any loss, by any name, incurred by third parties as a result of an act or omission with regard to the Event for which I am to blame. I indemnify MYLAPS against any loss incurred by third parties as a result of an act or omission with regard to the Event for which I am to blame.

- 10. I declare that I am adequately insured against the risk of loss incurred by me or my surviving relatives as a result of death, injury or sickness caused by my participation in the Event.
- 11. If, despite the provisions of paragraphs 8 and 9, MYLAPS is nevertheless deemed liable for any loss incurred by me, my surviving relatives or my representatives, MYLAPS's liability for that loss is limited to the amount paid by MYLAPS's or the Organisation's insurer in respect of that loss.
- 12. I am aware that participation in the Event requires a good state of health. I declare that I am medically, physically and mentally fit to take part in the Event and that I have adequately prepared for the Event by means of training and otherwise. I am aware of MYLAPS's express advice to have a sports medical examination performed before participating in the Event.

Rules and guidelines of the Event

- 13. I declare that I am aware of the rules and guidelines of the Event and that I will strictly comply with and follow those rules and guidelines. I declare in particular that I will not in any manner cover, change or reproduce my starting number.
- 14. I will respect and comply with any decision of MYLAPS, the Organisation and the race committee regarding my ability to participate in the Event.
- 15. I am aware that I may be disqualified from the Event and any future events of the Organisation or MYLAPS if I fail to comply with the rules and guidelines of the Event.
- 16. I agree that MYLAPS or the Organisation may cancel the Event at any time or at a late date. I agree that the Organisation or MYLAPS will not refund my entry fee in that case and that MYLAPS and the Organisation are not liable for the costs incurred by me.

Personal data

- 17. I give MYLAPS and the Organisation express permission with regard to the personal data provided by me and my results/split times in the Event:
 - a. to include them in a file; and
 - b. to make them available to third parties; and
 - c. to use them to open an account in which the personal data provided by me and my results in the Event are processed, which account will in future allow the Organisation and MYLAPS to access my personal data and my results in the Event.

If I wish to withdraw this permission at any time, I may send an email with a request to that effect to <u>info.mel@mylaps.com</u>.

- 18. I give MYLAPS and the Organisation permission to use my personal details to send information to me and to register my results in the Event.
- 19. I give MYLAPS and the Organisation permission both during and after the Event to process and publish my name, date of birth, place of residence and any other

personal details and competition results, for instance by publishing them in newspapers, via the Internet and via social media.

Live tracking

- 20. I declare that I am aware of the fact that technologies may be deployed in the Event that make it possible to establish my exact location at any desired time (live tracking) by receiving (GPS) signals from my device and/or from transponder (aka chip or tag worn by me) reads on course during the Event. I understand and agree that spectators of the Event can follow my exact location in real time.
- 21. I give MYLAPS and the Organisation permission to follow my location in real time (live tracking) in a manner as described in paragraph 20 above, to include those data in a file, to make those data available to third parties and to publish them via the Internet, via social media and via mobile applications developed by MYLAPS or the Organisation.

Portrait right

22. I give MYLAPS, the Event, Organisation and its partners, sponsors and licensees' permission in advance to publish and multiply my name, my voice and any photographs and visual material made during or in respect of the Event, including but not limited to their use for commercial purposes for the Event or MYLAPS, the Organisation, partners, sponsors and licensees.