



COMPETITOR WAIVER AND RELEASE OF LIABILITY Sprint and Olympic National Championship Xel-Há Triathlon 2016

I, the undersigned, do hereby state of my own free will and on behalf of my underage children who are competing, that it is my intention (or that of the underage competitor) to participate in the “Sprint and Olympic National Championship Xel-Há Triathlon 2016” EVENT, to be held in Xel-Há, Quintana Roo, Mexico on **November 19th** and **20th**, 2016. Furthermore, I do hereby promise and undertake to not enter any RESTRICTED AREAS, understood as being those requiring specific permission through an ID card or permit issued by the Organizing Committee. Therefore, by signing this document I accept each and every one of the terms and conditions set forth in this waiver.

1. It is explicitly understood that in order to participate in the EVENT I must enroll in the same in accordance with the procedure that EXPERIENCIAS XCARET PARQUES, SAPI DE CV has posted for such purposes on its website (www.competitor.com) and/or any other media that EXPERIENCIAS XCARET PARQUES, SAPI DE CV deems appropriate.

2. I hereby state that I (or the underage competitor) am/is aware of the nature of the EVENT and that the physical abilities and experience that I/the minor possess(es) are ideal to participate in the EVENT. Given the foregoing, I hereby state that I (or the underage competitor) am/is in a accepted state of health, both physically and mentally, to participate in the EVENT and to undertake each and every one of the activities carried out therein. I hereby state that I (or the underage competitor) have/has no history of diseases or injuries, nor am I/he/she currently using any substance, medicine, drug or alcohol that would limit my (or the underage competitor's) abilities.

3. I acknowledge and expressly accept:

a) That the activities that I will carry out during the EVENT are executed at my own risk, and that my participation in the same, as well as my entry into areas considered restricted, may or might cause physical harm to me, including partial or total disability, paralysis and death (hereinafter collectively referred to as the RISKS).

b) That these RISKS may be caused by my (or the underage competitor's) own omission, action or failure to act, and/or the omission, action or failure to act of others, during the EVENT.

c) That these RISKS may be caused by the EVENT rules, the condition and distribution of facilities and equipment, or the negligence of the persons whom I hereby release from liability in all matters, weather conditions in the city where the EVENT will take place, or execution of the activities themselves that comprise the EVENT.

d) That there may be other RISKS inherent to my participation in the EVENT that are unknown to me or that are still not predictable or which, being predictable, are known to me and which I do hereby acknowledge and assume liability for, or that might arise due to Acts of God or *force majeure*.

e) That the financial losses and/or direct or indirect damages that might result from these RISKS can be severe and permanently alter my future.

4. I expressly state that it is my intention to participate in the EVENT, thus my participation and entry into a restricted area will be under my sole responsibility; therefore I hereby assume liability for each and every possible known or unknown RISK and I take full responsibility for the losses, costs and/or damages that may arise from my failure, amongst others, total or permanent disability, paralysis and even death of the undersigned, even if these are caused in whole or in part due to the negligence of those whom I hereby release from liability.

5. In case of an accident derived from my participation, activity or inactivity before, during or after the EVENT, I hereby empower the organizers and/or their appointees to provide me with the necessary medical care and transportation to the nearest hospital that the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES, SAPI DE CV designates in order to receive medical attention and to be given the medications they may consider appropriate for my health or, as the case may be, to undergo surgery or any medical procedure considered necessary in undertaking their best efforts to safeguard my health. Furthermore, I hereby release the Organizing Committee and/or Xel-Há Park, EXPERIENCIAS XCARET PARQUES, SAPI DE CV, their partners and trustees, associates, officials, directors, employees, executives, suppliers, agents, successors, collaborators and assignees in general, from any liability from the actions referred to herein or for the immediate and future consequences that might arise from my participation in the EVENT.

6. I hereby release from all civil, criminal, administrative and consular liability and waive the right to any legal action or right to sue the Organizing Committee and/or Xel-Há Park, EXPERIENCIAS XCARET PARQUES, SAPI DE CV, their partners and trustees, associates, officials, directors, employees, executives, suppliers, agents, successors, collaborators and assignees in general, participants,

participating associations, organizations, regulating agencies or any subdivision of the same, operators, owners, officials, rescue staff and staff in the restricted areas, promoters, sponsors, advertisers, owners and licensees of the permits that are directly or indirectly related to the EVENT, inspectors or EVENT technical delegates, watchmen, insurers, consultants and any other person or entity that is a stakeholder in or issues recommendations, indications or instructions for or that takes part in the evaluation of RISKS or loss of control activities related to the EVENT, and each and every one of them, their directors, shareholders, representatives, employees, actors, contractors, agents and employees, organizers, affiliates or subsidiaries of said organizers (for the purposes of this document, collectively the Released Parties) of all liability toward me, my representatives, assignees, heirs and closest relatives of any and all claims, legal actions, or damages sought in regards to my person (or that of the participating minor), including but not limited to death or property damage caused or allegedly caused wholly or partially due to the negligence of the Released Parties or otherwise and do hereby expressly instruct my relatives and representatives to not exercise any legal action whatsoever against the persons herein released.

7. If, derived from the stipulations of this Release, the undersigned or my family, heirs, successors, or any third party related to me makes a claim against any of the foregoing Released Parties, I agree to indemnify and hold each and every one of the Released Parties harmless of any lawsuit, legal expenses attorney's fees, losses, liabilities, damages or costs they might incur due to the legal actions brought against any of the foregoing Released Parties, regardless of whether the claim is based on the negligence of the Released Parties or otherwise.

8. I acknowledge and accept that the entry fee is neither refundable for any reason nor is it transferable to others. Therefore, in case the EVENT is canceled or postponed for whatever reason, including Acts of God or *force majeure*, including but not limited to hurricanes, tornados, storms, strikes, terrorist attacks or any other situation that the EVENT organizers believe would put me at risk, said entry fee will not be refunded nor will I be compensated for the expenses I incurred for my participation in the EVENT. In this case, the cancellation of the event will not be interpreted as due to the negligence of the organizers of said EVENT nor of the people involved in carrying out same; therefore, I hereby release the Organizing Committee and / or Xel-Há Park, EXPERIENCIAS XCARET PARQUES, SAPI DE CV, their partners and trustees, associates, officials, directors, employees, executives, suppliers, agents, successors, collaborators and assignees in general, as well as all the Released Parties set forth in Article 6 hereof of all liability.

9. I acknowledge and accept that as a competitor in the EVENT, I must wear the number or accreditation provided to me by the organizers of the EVENT at all times, in the understanding that said number or accreditation may not under any circumstances be transferred or exchanged with others; thus, if I do not have

said number or accreditation, the EVENT organizers may eliminate me from the same, for which reason I hereby release them from any liability and waive any legal action against them for measures taken in this regard.

10. I specifically authorize the organizers and/or their appointees to use my voice and image, either partially or completely, regarding everything related to my participation in the EVENT, in any manner and at any time, and I hereby explicitly waive charging any amount that might derive from the foregoing use.

11. I acknowledge and accept each and every one of the EVENT sponsors. Therefore I undertake to not hire, flaunt and/or use any other image or logo of any other brand or sponsor that represents direct or indirect competition for the EVENT sponsors. I further acknowledge and accept that I have no right to request any remuneration, whether economic or in kind, for the use of EVENT sponsor brand clothing or accessories.

12. I, the undersigned, of my own free will and on behalf of my underage participating children for whom I am acting as a personal representative, successor and/or next of kin, do hereby accept and acknowledge the terms and conditions of this document, assuming responsibility for the statements of the underage participant, and do authorize the minor child to participate in or attend the EVENT, and as said child's parent and/or guardian also assume responsibility for his/her safety and welfare.

13. In case of any dispute regarding my participation in the EVENT, I hereby acknowledge and agree to submit to the laws and jurisdiction of Cancun, Quintana Roo, [hereby waiving the right to any other forum or jurisdiction corresponding to my present or future registered address].

I HAVE READ this Release and Waiver Agreement, fully understanding its terms and that I have waived important rights in signing it and I have signed it of my own free will without pressure, inducement, promise, or guarantee whatsoever given to me. It is my intention that my signature be an unconditional release of all liability to the fullest extent possible, and do acknowledge that any annotation, amendment, addition, error, deletion, forged signatures or omission of initials will not change or affect the original intent and binding force of this legal instrument.

IN AGREEMENT HEREWITH, I HEREBY SIGN THIS RELEASE OF LIABILITY.

COMPETITOR

Full Name:

Signature:

Date:

ID Type and Number:

PARENT OR GUARDIAN (IF APPLICABLE)

Full Name:

Date:

ID Type and Number:

Signature: