

I, the undersigned _____, by my own and personal right, with the following address _____, telephone _____ and nationality _____, hereby declare that it is my desire to participate in the event called "SPRINT AND OLYMPIC NATIONAL CHAMPIONSHIP TRIATHLON XEL-HÁ" hereby known as THE EVENT, to be held in Xel-Há, Quintana Roo.

Based on the above, I proceed to sign this Disclaimer of Responsibilities accepting each and every one of the Terms and Conditions described below:

1.- It is expressly understood that in order to participate in THE EVENT, I must first register for the same, in accordance with the procedures that for such effects EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V. has published within its website (www.triatlonxelha.com), or in any other medium that EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V. judges convenient.

I acknowledge and agree that the registration made is not refundable for any reason nor transferable to any third party under any circumstances, so in case THE EVENT is canceled or postponed for any reason, including a fortuitous event or force majeure, including but not limited to, hurricanes, tornadoes, storms, strikes, terrorist attacks or any other occurrences that in the opinion of the organizers of THE EVENT puts my person at risk, I will not be reimbursed such registration, nor will I be liquidated the costs in which the subscriber has incurred for my participation in THE EVENT. In this case, it will not be understood that the cancellation of THE EVENT is due to negligence of the organizers of the same, or of the people who participate in the development of THE EVENT, so I hereby release all responsibility in this respect to the Organizing Committee and/or Xel-Há Park, hereinafter referred to simply as the Organizing Committee, as well as EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., and to the persons described in subsection number ten of this document.

I hereby state that I understand that as a participant of THE EVENT, the participant number or accreditation provided by the EVENT organizers must be carried at all times, provided that the number and/or accreditation cannot be transferred or exchanged with any third party under any concept, so that if I do not have this, the organizers of THE EVENT, may withdraw me from it, releasing them from any responsibility, as well as giving up any legal action against them for the actions taken derived from this situation.

2.- I also resolve to NOT enter an AREA known as RESTRICTED, understood to be those that require the express authorization through the issuance of a credential or permission by the Organizing Committee.

3.- Knowing the nature of THE EVENT, I declare that I have sufficient physical abilities and experiences, and that they are suitable to participate in THE EVENT, as well as being in perfect health, both physical and mental to perform each and every one of the activities that arise within it.

4.- I declare that I have no history of illness or injury, nor am I currently using any substance, medicine, drug or alcohol, that could limit my abilities or damage my abilities, or that could affect my performance in THE EVENT.

5.- I declare that I understand the development and activities of THE EVENT, so that in case the Organizing Committee considers that any of them are deemed unsafe or represent a risk to me or the other participants, it may cancel THE EVENT without any responsibility to the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES, S.A.P.I. DE C.V., and others indicated in item number ten of this document.

If I do not take into consideration the instructions issued by the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., I expressly assume that the consequences that may result from my failure to comply with the instructions would be under my responsibility, so I hereby release any responsibility to the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES, S.A.P.I. DE C.V., and others indicated in item number ten of this document.

6.- I expressly declare that it is my will to participate in THE EVENT, for which I acknowledge and accept that it will be under my absolute and total responsibility any situation that may arise from this, and in this act I assume each and every RISK, even if these are caused in whole or in part by the negligence of the Organizing Committee, EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., participants in THE EVENT, as well as any of the parties indicated in subsection number ten of this statement, to whom in this act I release of any present or future responsibility. Therefore, I declare that:

a) The activities I will perform during THE EVENT are at my own risk. My participation in THE EVENT, as well as my entry into the areas considered as restricted may or may not cause me physical damages, including partial or total disability, paralysis, serious injuries, including death (jointly RISKS).

b) RISKS can be caused by my own omission, activity or inactivity before, during or after THE EVENT, or by omission, activity or inactivity of other participants in THE EVENT.

c) I am aware, and acknowledge and assume, that there may be other RISKS in my participation in THE EVENT not known by me or that are not yet predictable, or that being predictable are to my knowledge, as well as all those that are derived by accident or force majeure.

d) In the same way I am solely responsible for the economic losses and/or direct or indirect damages that may result from these RISKS, understanding that they may be severe and could permanently modify my future, and I declare that under no circumstances would it be the responsibility of the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., and others indicated in subsection number ten of this DOCUMENT.

e) I certify that I am affiliated with the Mexican Triathlon Federation, A.C., and that among the benefits of belonging to this is having Medical Expenses Insurance, which is an indispensable requirement to participate in THE EVENT, therefore, disclaiming all responsibility on the payment of any amount that could arise in the event of an accident, and I declare that any economic responsibility that derives from this possible fact is totally my responsibility, since it is essential to have medical expenses insurance in order to participate in THE EVENT, and that I will be solely responsible for providing financial support if necessary, so I release the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., and others described in item number ten of this document for situations that may arise.

7.- I hereby authorize the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., or to whom they designate, that in case my person suffers an accident due to my participation, activity or inactivity before, during or after THE EVENT, I am given the necessary medical care, as well as being transferred to the nearest hospital that the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V. designate, for the purpose of being treated, as well as to be provided with the medication they deem appropriate for my health, or if applicable, for the surgical procedure or medical procedures necessary to do their best to safeguard the life of the undersigned, freeing the Organizing Committee and/or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V. and others described in number ten of this document, from all responsibility, for the actions herein referred to or for the immediate or future consequences that may be derived from my participation in THE EVENT.

8.- I expressly authorize the organizers and/or their designees to use, reproduce, transmit, retransmit or publish by any means of dissemination my image in digital photographs, videos and all supplementary material, as well as audios that contain my voice in such as official sites, social networks, web pages, among others for the purpose of illustrating, promoting and advertising as well as any other legal purpose as well as being distributed in the country or abroad by any means, whether printed, electronic or by any another, without having the right to examine or authorize the reproduction of the final product in which it appears, expressly waiving the collection of compensation of any kind, including gifts or donations in this concept or any amount that could be generated by the aforementioned uses.

9.- I acknowledge and accept each and every sponsor of THE EVENT, so I undertake not to hire, display and/or use any image or logo of any brand or sponsor that represents a direct or indirect competition of THE EVENT sponsors, recognizing and accepting that I have no right to request any kind of remuneration, either economic or in kind for the use of clothing or any accessory with the marks of the sponsors of THE EVENT.

10.- By means of the present writing, discharging of all civil, penal, administrative, consular and any other responsibility, reserving no action or right to sue the Organizing Committee and/or Xel-Há Park, or EXPERIENCIAS XCARET PARQUES S.A.P.I. DE C.V., its partners and fiduciaries, associates, officers, directors, coworkers, executives, suppliers, agents, successors, collaborators and assignees in general, participants, associations of participants, regulatory organizations or any subdivision thereof, operators, owners, rescue personnel, any personnel in the restricted area, promoters, sponsors, advertisers, and licensees of the permits that are directly or indirectly related to THE EVENT, inspectors or technical delegates, security teams, insurers, consultants, and any other person or entity that participates or issues recommendations, indications or instructions, or that take part in the evaluation of RISKS or loss of control activities related to THE EVENT, and of each of them, their directors, shareholders, representatives, employees, official contractors, agents, organizers, subsidiaries, or subsidiaries to my representatives, assigns, heirs, and closest relatives, from any and all claims, legal actions or damages relating to me, including but not limited to death, damage to property, caused or allegedly caused, in whole or in part, by the negligence of those described above or in any other way and manifestly expressly instruct my relatives or representatives not to exercise any legal action against the persons hereby released.

11.- If I have made a claim against any of the above-mentioned released persons, I agree to indemnify and hold harmless, in peace, and free them from any trial, attorney fees, losses, liabilities, damages or costs that they may incur due to legal actions taken against any of the aforementioned, regardless of whether the claim is based on the negligence of the same, or in any other way.

12.- I accept and acknowledge that for all matters relating to the execution and fulfillment of this disclaimer of liability, the parties are subject to the jurisdiction and competence of the Laws and Tribunals corresponding to the city of Cancun, Quintana Roo, Mexico, hereby waiving any other jurisdiction that by its address or any other cause could correspond.

13.- I expressly declare that I have read and fully understood the rules of participation in THE EVENT, as well as the entire contents of this Agreement, by means of which I release and disclaim all responsibility, fully understanding its terms, and I have waived important rights upon signing it, and I have signed it freely and voluntarily without pressure, induction, promise, or guarantee from my part or from anyone else. I wish my signature to be an unconditional release of all responsibility to the fullest extent possible, and I acknowledge that any notes, modifications, additions, deletions, errors, false signatures or omissions of initials, do not change or affect the original intention and the obligations of this Agreement.

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

PARTICIPANT

Full Name: _____

Signature _____

Date: _____

ID type and number: _____

PARENT OR GUARDIAN (IF APPLICABLE)

Full Name: _____

Signature _____

Date: _____

ID type and number: _____

