

TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season (2023/2024) – United States

These Terms and Conditions (“**T&Cs**”) set out and comprise all of the legal terms applying between Upsolut Sports America Inc., a Delaware corporation (“**Upsolut**”, “**we**” or “**us**”) and participants (“**you**”) in relation to your registration to participate in any HYROX – *“the World Series of Fitness Racing”* (“**HYROX**”) events taking place in the United States. In consideration of your participation in Events, as defined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by clicking the appropriate box and agreeing to these T&Cs, you, for yourself, your heirs, executors, successors, guardian, legal representatives, and assigned, agree to the T&Cs.

1. GENERAL INFORMATION

- 1.1. Upsolut organizes several events in various cities around the world, including (collectively, the “**Events**”):
 - 1.1.1. individual events (“**Singles**”) in the HYROX PRO MEN/HYROX PRO WOMEN and HYROX MEN/ HYROX WOMEN and HYROX GORUCK MEN/WOMEN divisions (“**Single Divisions**”);
 - 1.1.2. as a partner competition (“**Doubles**”) in the HYROX DOUBLES MEN/ WOMEN/MIXED, HYROX PRO DOUBLES MEN/WOMEN/MIXED and HYROX GORUCK DOUBLES MEN/ WOMEN divisions (“**Doubles Divisions**”);
 - 1.1.3. as a relay competition (“**Relay**”) in the HYROX MEN/WOMEN/MIXED SEASON divisions (“**Relay Divisions**”); and
 - 1.1.4. other HYROX related competitions, events, trainings, seminars, workouts, exercises, programs, or other fitness or exercise related activity.
- 1.2. Events are organized and staged subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“**you**”) (together “**Applicable Laws**”).
- 1.3. We reserve the right at our discretion to amend these T&Cs and the format, date and structure of any Event for any reason in our sole discretion. We will notify you if we implement any such changes.

2. EVENT REGISTRATION.

- 2.1. To register to participate in any Event, you must via our website:
 - 2.1.1. truthfully complete the Event booking form (which is available on Upsolut’s website). In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry

such amendments are subject to an additional processing fee of \$25 (excluding additional service fees).

- 3.8. Ticket transfers between events and divisions will not be permitted if your requested division is sold out.

4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT.

- 4.1. All listed prices on our registration page do not include applicable sales tax, if any.
- 4.2. In addition to the Fee, a service fee equal to 7% of the total value of the Fee (the "**Service Fee**") is payable upon submission of any registration to participate in any Event. This must be paid by you in addition to the Fee.
- 4.3. The Fee and Service Fee are due for payment immediately upon Event registration. Such payments may be made by:
 - 4.3.1. credit or debit card;
 - 4.3.2. Google Pay;
 - 4.3.3. Apple Pay; and
 - 4.3.4. Visa Checkout.
- 4.4. If payment is not processed for any reason whatsoever, Upsolut is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

5. ARRIVAL AND ACCESS TO THE EVENT.

- 5.1. Upon arrival at an Event and subject to your presentation of (i) your official registration confirmation, (ii) your proof of identity; and (iii), if applicable, proof of your state of health, you will receive your starting documents and be granted access to such Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).
- 5.2. Upsolut reserves the right to request further explanation from you regarding your health status. If, at any Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Upsolut may remove you from the Event in question with no refund of the Fee.
- 5.3. You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, Upsolut reserves the right to recover from you all attributed costs.

6. POSTPONEMENT/CANCELING OF THE EVENTS.

6.1. Upsolut is under no obligation to hold the Events and, subject to the remainder of this Article 6, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:

6.1.1. circumstance not within Upsolut's reasonable control;

6.1.2. a decision to protect the safety of any members of the public or Event participants; or

6.1.3. any changes to the Applicable Laws.

6.2. If any Event for which you are registered is canceled altogether, you shall be entitled to a free rebooking to an alternative Event of your choice taking place within the United States during the same or next season of Events.

6.3. If any Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.

6.4. Notwithstanding Sections 6.2 and 6.3 of these T&Cs, if: (i) any Event for which you are registered is canceled or postponed; and (ii) you can demonstrate to Upsolut's satisfaction that, as a result, you have been caused significant undue financial hardship, Upsolut may, at its sole discretion, refund the Fee to you.

6.5. Any refunds of the Fee will exclude the Service Fee incurred pursuant to Section 4.2.

7. PARTICIPATION/INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY.

THIS ARTICLE 7 IS A LIABILITY RELEASE. BY AFFIRMATIVELY AGREEING TO IT BY CLICKING THE APPROPRIATE BOX, YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ARE COMPLETELY RELEASING POTENTIAL CLAIMS. PLEASE READ IT CAREFULLY.

7.1. YOU ARE AWARE AND UNDERSTAND THAT THE EVENT IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF UPSOLUT, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF UPSOLUT. NOTWITHSTANDING THE RISK, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM YOUR PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF UPSOLUT OR OTHERWISE.

7.2. You hereby expressly waive and release any and all claims, now known or hereafter known, against Upsolut, and its affiliates, officers, directors,

manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to your participation in the Event, whether arising out of the ordinary negligence of Upsolut or any Releasees or otherwise. You covenant not to make or bring any such claim against Upsolut or any other Releasee, and forever release and discharge Upsolut and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Delaware law does not permit to be released by agreement.

- 7.3. You shall defend, indemnify, and hold harmless Upsolut and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Section 7.3, and the cost of pursuing any insurance providers, incurred by or awarded against Upsolut or any other Releasees, arising out or resulting from any claim of a third party related to your participation in the Event, including any claim related to your own negligence or the ordinary negligence of Upsolut.
- 7.4. You hereby consent to receive medical treatment deemed necessary if you are injured or require medical attention during your participation in the Event. You understand and agree that you are solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. You hereby release, forever discharge, and hold harmless Upsolut from any claim based on such treatment or other medical services.
- 7.5. You agree that you are responsible for the security and safety of your own property and any personal effects you use, bring to or leave at the Event venue (the "**Venue**") or Event, and that the Releasees cannot guaranty the security or safety of your property. If you leave any property at the Venue or otherwise in the custody of the Releasees, you do so at your sole and absolute risk. None of the Releasees shall have any liability to you or anyone else in the Event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property
- 7.6. You hereby agree and covenant not to bring a claim against, sue, demand compensation from or attach the property or assets of the Releasees or any of them, for any loss or damage arising or resulting from your participation in the Event or your travel to or from or presence at the Venue, and forever release and discharge the Releasees or any of them from liability under such claims.
- 7.7. You assume all risk of damage or injury to any individuals that you invite as guests at the Event or Venue, whether you are present or not, and hereby agree to fully indemnify the Releasees against any claims for damages or injury suffered by your invited guests.

8. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

- 8.1. You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:
- 8.1.1. the enforcement of Upsolut's legal rights;
 - 8.1.2. to publish information relevant to participants' finishing times in the Events;
 - 8.1.3. to send you health and safety and other relevant information relating to the Events;
 - 8.1.4. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Upsolut;
 - 8.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with Section 1.3; and
 - 8.1.6. to comply with the Applicable Laws.
- 8.2. By participating in the Event, you authorize Upsolut to make audio and video recordings and take photographs of you participating in the Events as well as use your name, image and voice during the Events (collectively "**Media Content**") and to use Media Content for documentation, information and advertising purposes in all media (including without limitation print, TV, radio and internet media) without any restrictions in terms of time or location and to allow all official HYROX partners and/or sponsors the same unrestricted use and application.
- 8.3. Upsolut shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorized third parties.
- 8.4. Upsolut has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. Upsolut may transfer these rights to third parties.
- 8.5. You have no right to approve or reject the publication of any of the Media Content or to any form of reimbursement, compensation or payment if you are mentioned, depicted or reproduced on any of the Media Content.
- 8.6. Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph Events on Upsolut's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You can also purchase a photo package when making your HYROX booking. Following this purchase, a contract will be entered into between you and Sportograf. Upsolut itself does not become a party to the contract but acts exclusively as a representative of Sportograf. There is no exchange of data between Upsolut and Sportograf.

8.7. In relation to medical matters, you agree that your personal information may be stored, used and disclosed by Upsolut in connection with the organization and administration of the Events and for the compilation of statistical information. If you become ill or injured during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers located at the Events, you authorize such persons to provide details (including details of medical treatment) to third parties for the purposes of medical treatment.

8.8. You shall not take, record and/or transmit any sound, image and/or description of the Events other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Events for any commercial purposes).

9. COMPETITION RULES. The regulations of the HYROX Rulebook apply to each Event (available at: www.hyroxus.com/rulebooks) (the "HYROX Rulebook"). By registering, you accept these regulations as binding.

10. GENERAL

10.1. These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

10.2. The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.

10.3. These T&Cs shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

10.4. If any term, condition or other provision of these T&Cs are determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, it shall be deemed to be deleted from these T&Cs, and all other terms, conditions and provisions of these T&Cs shall nevertheless remain in full force and effect.

YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX AND AGREEING TO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. YOU UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

YOU HAVE READ THIS ENTIRE T&Cs CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX, YOU ARE PROVIDING YOUR ACKNOWLEDGMENT AND AGREEMENT THAT YOU HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE T&Cs AND TO HAVE ANY QUESTIONS ANSWERED TO YOUR SATISFACTION.

You hereby represent, warrant and covenant to Upsolut that each of the following is true and accurate:

1. I am at least 18 years of age and I have the right to contract in my own name or if I am under 18 my parent or guardian has provided a declaration of consent in accordance with Section 2.6.
2. I have read the above statements, understand the words and language in these T&Cs and agree to them.
3. I am not pregnant, and I will not consume alcohol or drugs (including, without limitation, any performance enhancing drugs prohibited by the HYROX Rulebook) while participating in the Event.
4. I have read, understand, and agree to abide by the HYROX Rulebook.
5. I am aware of and voluntarily participate despite the potential dangers inherent to the Event.

Organizer:

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