

**PARTICIPATION CONTRACT AND WAIVER OF LIABILITY**

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

**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 cross triathlon race "Lion Hear Ultrat" Or "Lion Heart Utopia" (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 follow the Rules for Participation in “Lion Heart Ultra” or “Lion Heart Utopia” and any other regulations of the Organizer as may be applicable, in addition to the race regulations, the official race program/race information.
- 2) 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.
- 3) 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.
- 4) If the bib is altered in any manner whatsoever, especially if the promotional logo has been made invisible or unrecognisable, then the Participant may be excluded from participation in the Event, in any case he will be excluded from the results (disqualification).

## **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” 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 whether he 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 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 running, biking and 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.

8) 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.

9) 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.

10) Should medical treatment of the Participant be necessary during the Event, the Participant declares in advance his consent with these measures. Medical treatment outside the race track is not included in the entry fee and the Participant will directly be charged according to the applicable medical rates at the medical venue. The Organizer does not provide for insurance coverage for the medical treatment of the Participant and is not obliged to do so. It is in the responsibility of the Participant to ensure adequate insurance coverage for medical treatments. A liability of the Organizer is thus excluded.

### **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. 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.

The Participant may be excluded from the event if there are 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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#### VI. Personal Data

By signing this Agreement, the Participant expressly declares that they are familiar with the Privacy Policy, available at [https://www.lionheart.bg/documents/privacy\\_policy](https://www.lionheart.bg/documents/privacy_policy).

In addition to the provisions set out in the Privacy Policy, the Organizer explicitly states that the entire competition will be video recorded. By signing this Agreement, the Participant expressly consents to being filmed.

The personal data related to the recording will be used by the Organizer to monitor compliance with the obligations set out in this Agreement and to ensure safety during the competition. These data will be retained for one month after the competition unless there are records of a breach of this Agreement or other circumstances that may result in legal liability for the Organizer. In such cases, the data processing is carried out to fulfill the obligations under this Agreement and to protect the legitimate interests of the Organizer, with all other matters being governed by the Organizer's Privacy Policy.

This Agreement explicitly specifies that the competition will be filmed by "Cosmonavt" LLC, UIC 205547662, with its registered office and address of management in Sofia, Ilinden District, "Galichnik" Street, Block 202, Floor 5, Apartment 29. With regard to this filming, the company acts as a data processor on behalf of the Organizer.

On its own initiative, "Cosmonavt" LLC may produce personalized video materials for each participant. For these purposes, "Cosmonavt" LLC acts as a data controller, and the company's Personal Data Protection Policy is available at <https://cosmonavt.studio/privacy-policy>.

If you give explicit consent, the Organizer may share your email address with "Cosmonavt" LLC to create such a personalized video. In any case, the terms for its creation are agreed upon individually with the company, and by providing consent, you incur no obligations nor are any payments due.

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

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

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

**Consent for Sharing Email Address**

I consent to my email address being shared with "Cosmonavt" LLC, having been informed that the address will be used to send a service proposal. I expressly declare that I provide my consent to receive such an email.

I am aware that this consent may be withdrawn at any time.

I am aware that the refusal to provide consent does not prevent participation in the competition or affect my rights in any way.

**Participant's Signature**

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