

XTERRA JAPAN 2023 Nenoekogen Participation Pledge

XTERRA JAPAN 2023 Nenoekogen (hereinafter, the “Race”) will be operated by XTERRA JAPAN Executive Committee (hereinafter, the “Organizer”), with XTERRA JAPAN Management Office having the right to hold the Race. XTERRA is a registered trademark, and the Organizer uses service marks related to XTERRA and XTERRA JAPAN with the permission of the right holder.

In order to participate in the Race, you must sign after carefully reading the “Risk Confirmation and Disclaimer Agreement” (hereinafter, the “Agreement”) as described below and on the back of this paper. The Agreement must be signed by an adult (over 20 years old) participant, or where applicable, on behalf of the participant’s legal guardian. As a condition to participate in the Race and to do other related activities to be approved by the Organizer, I hereby confirm and pledge the following items.

I (and if the participant is a minor, I, on behalf of the minor participant) have confirmed and agreed that it is my responsibility to ensure safety when participating in the Race, and I (or applicable minor participant) hereby waive any and all claim against the Organizer or its affiliates for any damages or claims arising in connection with the Race.

XTERRA JAPAN 2020 Nenoekogen Risk Confirmation and Disclaimer Agreement

I, as a participant (or in case the participant is a minor, on behalf of the minor participant) of **XTERRA JAPAN 2023 Nenoekogen** (hereinafter, the “Race”) to be held on **May 19, 20,21 and 22 of 2023** hereby agree to the following upon participating in the Race.

[Obligations to comply with the rules of the Race (hereinafter, “the Rules”) and responsibility for self-management]

1. I understand that public roads, private roads, maritime facilities and other facilities will be used in the Race and I will comply with the regulations, rules and instructions of public authorities, organizers and facility managers. I agree to participate in the Race with due consideration for my health and safety, and acknowledge that I am responsible for these. If physical or mental abnormalities occur during the tournament, I will immediately abstain from or discontinue the Race.

[Understanding the characteristics of the Race and the fitness of participant]

2. I have enough experience with XTERRA, off-road triathlon and other related sports, and the Race will be held under rapidly changing conditions and can have a big impact on my health.

3. I understand that the Race will be held indoor/outdoor venue/facility, and depending on the situation, timely medical treatment or care may not be available in an emergency.

4. I warrant that I am healthy and that there are no medical conditions that could be aggravated by participating in the Race.

5. I represent that I am in good health and that my healthy condition has been confirmed by a medical institution within the past year.

6. I agree to submit in writing prior to the start of the Race any allergies, idiosyncrasies, diseases and medical conditions (including, but not limited to hypersensitivity and excess symptom) or relevant religious beliefs that the Organizer and medical staff should know during emergency care.

7. I understand that I have to submit a medical certificate and a loaded electrocardiogram when requested by the Organizer.

8. If it is determined by the Organizer that it is impossible or difficult to hold the Race, I will follow the notice from the Organizer regarding the cancellation of the Race.

9. I will allow the doctors, the Organizer and their representatives in advance to arrange emergency treatment on my behalf if a need arises during my participation in the Race, and I will hold the Organizer and related parties harmless from any responsibility for rescue, first aid, medical practice, hospitalization fees, or any medical decisions made on behalf of me at the venue or other locations of the Race. However, such waiver and exemption of liability shall not apply where there is a willful misconduct or gross negligence on the Organizer.

[Exemption in case of disability and death]

10. I understand that participation in the Race involves various risks and dangers, including, but not limited to, severe, permanent disability, paralysis and death, physical loss or damage, exposure to harsh conditions or situations, accidents, illnesses, or contact or collision with other participants, spectators, vehicles or natural objects. I hereby waive any claims against the Organizer and related parties for death, personal injury, property damage, theft or other damages arising from my participation in or related to the Race.

11. Risks related to bikes, runs and swims. The risks include the bike becoming uncontrollable or falling off the bike, the risk of colliding with the ground, the risk of falling or encountering other underwater/road/trail hazards, sinking under the water, and risk of drowning.

12. Health and participation risks. Regardless of whether disclosed or informed, participants’ mental, physical or emotional state (including alcohol use, prescription or non-prescription drug use or abuse), together with participating in the Race, involves the risk of disability, damage, death or other loss. The Organizer may review the participant’s medical information submitted during the registration process, but the Organizer is not able to anticipate or remove the risks arising from the participant’s mental, physical (including health) or emotional state or complications.

Risks related to monitoring and activities. I understand that the Organizers or their staff, representatives, volunteers, contractors or other related parties may not monitor participants during the race or at other times. Adult participants agree to always assume full responsibility for their health. Also, if applicable, the legal guardian of the participant is fully responsible for monitoring the participant before, during and after the Race and other activities (including free time and other times).

13. Risk related to drone. I understand that unmanned aerial planes (also referred to as “drones”, hereinafter referred to as “UAVs”) may be used in the Race for media or other purposes, and that there is a risk of collision with UAVs that may cause damage or disability.

14. I understand that the compensation may be paid only within the insurance coverage of the Organizer and that the Race does not provide a personal accident insurance guarantee, and therefore it is my responsibility to take out disability insurance as an individual. I and my agent, if applicable, hereby agree that, I will waive a right to sue the Organizers and related parties for any damages and other costs (including, but not limited to attorney fees and litigation costs) imposed on or incurred by them in relation to (i) my actions or omissions, (ii) violations or non-compliance with this Agreement by me, (iii) violation or non-compliance with these Rules by me, or (iv) other damages I have inflicted on the Organizers and related parties, and I will hold protect and hold them harmless.

[Exemption in case of force majeure]

15. I hereby waive any claim against the Organizer for any loss or damage (including the participation fee and transportation fee) relating to the cancellation or the change of the Race due to weather, other force majeure, or loss or damages of facility/equipment related to the Race (including but not limited to the facilities, venues and infrastructure of the Race).

[Media and commercial use of personal data]

16. I agree that my personal information (including, but not limited to, portrait rights, name, address, age and race history) may be used, disclosed or published in the media relating to the Race and related activities. I hereby grant to the Organizer and its affiliates, designees, assignees, and sponsors, world-wide, perpetual licenses (including the right to grant sublicenses) to use, regardless of whether during the event, my and my supporters’ names, portraits, voices, documents, photographs and visual images (hereinafter, the “Portrait, etc.”) that may be photographed or videotaped, recorded, and/or stored in any medium (including, but not limited to broadcasts, photos, publications, podcasts, webcasts, movies, brochures, CDs, DVDs, Internet websites, television and related commercial, informational, educational, advertising or promotional materials). I understand that all ownership rights and copyrights relating to the Portrait, etc. belong to XTERRA, its assignee or designee, and I hereby waive the right to investigate or approve them. I understand and accept that my name, bib number and race results will be published during and/or after the Race.

17. I (or someone on my behalf) will not use “XTERRA” or “XTERRA JAPAN” brands without the prior written consent of XTERRA, its assignee or its designated person, and will not sell, distribute or produce any products, events, commodities, websites or services that use (i) the Race logo, or (ii) the Race name, or mark.

[Relative’s consent and settlement]

18. I and my parent(s), guardian(s) and relevant close relatives hereby accept the contents of the Race set forth in this Agreement upon my participation in the Race.

[Settlement, governing law and jurisdiction]

19. I agree to resolve any disputes related to or in connection with this Agreement in accordance with these Rules. If a dispute arises, the exclusive jurisdiction of the first instance will be the Wakayama District Court, and Japanese law shall apply to all matters relating to this agreement.

Date: May / / 2023

Participant’s own signature

Participant address

(Guardian’s signature, if applicable)

(Guardian’s address, if applicable)