

## WAIVER



**WARNING FOR (EVENT), RISK ASSUMPTION AGREEMENT, EXEMPTION FROM RESPONSIBILITY AND COMPENSATION: PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES AN EXEMPTION FROM RESPONSIBILITY AND WAIVER TO LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE ORGANIZERS OF BUCHAREST INTERNATIONAL HALF MARATHON BY CONSTANTINA DITA AND OTHER THIRD PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU READ IT IN FULL. REQUEST THE ADVICE OF A LEGAL COUNSELOR IN CASE YOU ARE NOT SURE OF THE EFFECTS OF THIS AGREEMENT.**

In consideration for the Asociatia Club Sportiv Constantina Dita (Bucharest, 23-25 Nerva Traian St., Building M71, 2nd Entrance, Apt. 49, Sector 3, registered in the Trade Registry under no. 36731494) and the affiliates, employees, representatives and agents ("Organizers") that allow my participation to Bucharest International Half Marathon by Constantina Dita; I, on my behalf, my spouse, my heirs, first degree relatives, any legal and personal representatives, successors and assignees' behalf, hereby agree to, and I make the following contractual certifications according to this Agreement for Exemption from Responsibility, Risk Assumption and Civil Liability ("Agreement");

**STATEMENT OF PARTICIPANT:** I hereby certify that (i) I am in good health condition and physically fit to participate to the event; and (ii) I have not been advised to not participate to the event by a qualified medical professional. I agree that it is my responsibility to determine whether I am sufficiently in shape and sufficiently healthy to participate to the event.

**RISK ASSUMPTION:** I understood and I acknowledge there are dangers and injury or damage risks, of which some are inherent, in using, my presence or participation to the event. I understood that such dangers and risks, on any part of the event, include, but are not limited to: potential severe bodily injury, permanent invalidity, paralysis and death; material losses or damages; exposure to extreme conditions and circumstances; accidents, disease, contact or collision with other participants, spectators, pedestrians, vehicles or other natural or manmade objects; domestic or wild animals; dangers that arise from unfavorable meteorological events; imperfect condition of the race; water, dangers caused by street surface; equipment defects; improper safety measures; participants of various levels; and other accidents or incidents that may lead to injury or cause damages ("Risks"). I understand that such risks may be fully or partially caused by my own actions or inactions, the actions or inactions of other participants to the event or entertainment, the inaction or negligence of the exonerated Parties defined below, and I hereby voluntarily and willingly assume all such Risks and any other damages, responsibility, losses or personal expenses or personal goods resulting from my participation to the Event.

**EXEMPTION OF RESPONSIBILITY:** I hereby Exempt, Waive claims, and I undertake to not sue: the Organizers, any Sponsors of the event, and the host Municipality, local organizing Committees, Venues and Owners of properties where the event takes place, law enforcement agencies and other public Entities offering support for the Event, and each of the tutelary companies, subsidiaries and affiliates, officers, managers, partners, shareholders, members, agents, employees and volunteers (individually and collectively "the Exempted Parties" or "the Event Organizers"), in terms of any responsibility, claims, requests, cause of action, damages, losses or expenses (including court costs and reasonable fees) of any kind or nature ("Responsibility") to use, present at or participate to the event, that may arise from, result from or be connected to the negligence of the Exempted Parties.

**EXEMPTION OF COMPENSATIONS:** I agree that in case, notwithstanding this Agreement, I or anyone on my behalf, make a responsibility claim against any of the Exempted Parties, they shall compensate, defend and support the innocence of each Exempted Party of any such responsibility that may be borne as a result of such a claim.

**IMAGE RIGHTS:** I understand that the Organizers, or the persons authorized by the Organizers, shall (i) take pictures, (ii) make audio recordings and (iii) video recordings of the event and connected events. I hereby agree and irrevocably allow the Organizers or anyone authorized by the Organizers, the exclusive ownership and right to use any kind of (i) pictures, audio recordings (ii) and/or (iii) video recordings containing my image or images similar to mine, for any legal purpose, related to Bucharest International Half Marathon by Constantina Dita and its connected events.

**CONFIDENTIALITY:** I state that I have been informed about the rights conferred by Regulation no. 679/2016, as it was implemented by the Law no. 190/2018 for the protection of persons regarding the processing of personal data and the free movement of such data, respectively the right to information and access to data, the right to intervene on the personal data, the right to oppose to the collection and processing of the personal data, the right to not be subject to an individual decision, the right to refer to court, as well as the fact that the rights to access, intervene upon and oppose the data may be exercised through a written request to the Organizers, dated, signed and accompanied by an authorized copy of the personal identity document. The Organizers shall observe the confidential character of such information, undertaking, on their turn, the obligation to assure and keep the confidentiality of such data and information and to process them according to the legal requirements. The Organizers are not liable for any unauthorized exposure of the personal and confidential information caused by, but without limitation to, cybernetic attacks or data theft.

**MEDICAL ASSISTANCE:** I agree to and authorize medical assistance for myself and for the minor under my guardianship, inclusively, but without limitation to transport, X rays, treatments or surgery, if, in the opinion of the authorized medical care staff, such actions are necessary and I agree to waive any claims or legal actions I might have against the Organizers.

**ADDITIONAL TERMS:** Registration fees are not returned, changed or transferred. I understand that the event route, distance, location and chronology may be changed upon the Organizers' option. All distances are approximate by GPS measuring. I and/or my child agree to observe any decision of the race officials regarding any aspect of my/his/her participation to this Event, inclusively the right of any official to forbid or suspend the participation for any reason. The Event may be changed, postponed or cancelled for any reason, inclusively but not limited to: bad weather, natural causes, Police actions, terrorism actions/threats or for other reasons beyond the reasonable control of the Involved parties. If the event is canceled or changed for the reasons described above, no returns, credits or transfers of the registration fees shall be allowed.

**PARTICIPATION MANDATE:** I have read the Agreement carefully, I understand its terms and conditions, I understand that I waive substantial legal rights by signing it (inclusively the rights of my minors, spouse, heirs and close relatives, of any legal or personal representatives, successors and assignees), I acknowledge that I signed this agreement willingly and voluntarily, without any promises, insurance or guarantees, and I intend for my signature to serve as confirmation of my full and unconditional acceptance of the terms, conditions and provisions of this Agreement. This agreement is the full understanding of the parties regarding these issues and no other verbal representations, statements or promises were made except for this agreement. If any provision of this agreement is deemed to be illegal, null or for any reason, unenforceable, such provision is deemed severable from this agreement and it shall not affect the validity and enforceability of the other provisions.

As Parent and/or Legal Guardian of the minor identified below, I hereby accept and agree to the terms and conditions of this agreement in relation to the minor's participation to the event(s). In case, notwithstanding this agreement, I, or anyone on behalf of the minor, makes a responsibility claim against any of the Exempted Parties, they shall compensate, defend and support the innocence of each Exempted Party of any such responsibility that may be borne as a result of such a claim.

**PARTICIPANT: Surname / Name / Passport No. /Signature / Date**

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**PARENT or LEGAL GUARDIAN: Surname / Name / Passport No. / Signature / Date**

**(for the participant under 18 years old by race day)**

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