

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY

Disclaimer Summary

I hereby declare that the preceding data is true and I voluntarily sign up for the race. I assume responsibility for any accidents before, during, and after the event, and I am aware of the risks associated with it. I grant the commercial use of photos and/or videos taken inside and outside of the competition to the race promoters and organizers.

I also agree to behave professionally, with the best sportsmanship attitude before and after the events.

I declare that I am aware of all the rules and regulations that apply to the event and understand that any violation of these rules or unsportsmanlike conduct will result in penalties.

Disclaimer

IN CONSIDERATION of participating in the private event called 100k MTB Moxie to be held on July 16, 2023, in Mala, organized by Moxie SAC, with RUC 20600498895 in association with the Moxie Sports Club with RUC 20602261639, (the "Organizer").

I ACKNOWLEDGE, and agree, furthermore, that I understand the nature of Cycling Activities.

I also acknowledge that the Activity will be conducted in public spaces and facilities open to the public and that associated dangers are expected.

I fully understand that CYCLING AND RUNNING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY HARM, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); these Risks and dangers may be caused by actions, inactions, or negligence on the part of the Organizer or individuals and/or companies associated with the Organization (the Released Parties). There may be OTHER RISKS AND

SOCIAL AND ECONOMIC LOSSES not known to me or not easily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL THESE RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I may incur as a result of the minor's participation in the Activity.

BY THIS MEANS I RELEASE, EXEMPT, AND AGREE NOT TO SUE the Organizer, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, municipality, and, if applicable, owners and lessors of the premises where the Activity takes place, (each considered one of the "Released Parties" in this document) FROM ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASED PARTIES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.

I UNDERSTAND THE NATURE OF CYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND ABILITY AND BELIEVE THAT THE MINOR IS QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. BY THIS MEANS I RELEASE, DISCHARGE, AGREE NOT TO SUE, AND AGREE TO HOLD HARMLESS ALL THE RELEASED PARTIES FROM ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES TO THE MINOR CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASED PARTIES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I ALSO AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, I, THE MINOR, OR ANYONE ACTING ON BEHALF OF THE MINOR FILES A CLAIM AGAINST ANY OF THE RELEASED PARTIES NAMED ABOVE, I WILL INDEMNIFY, DEFEND, AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES, OR COSTS THAT ONE MAY INCUR AS A RESULT OF SUCH CLAIM.

I AUTHORIZE the participation of the minor in the Activity.