

**ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT RISKS
RELEASE DECLARATION
("Release")**

This document is a legally binding agreement that affects your legal rights. By participating in the Event (as defined below), you acknowledge that participation involves inherent risks and that, to the fullest extent permitted by law, certain legal claims against the Local Organiser (as defined below) may be limited or excluded as described in this Release.

For participants who are under eighteen (18) years of age or incapacitated, this Release must be accepted by their parent or legal guardian on their behalf before they are permitted to participate in the Event.

I. INFORMATION REGARDING THE EVENT AND ITS RELATED RISKS

- Under the auspices of and in collaboration with the genuine rightsholder HYROX World GmbH, Hamburg/Germany ("HYROX World"), which is responsible for the overall management and international coordination of the event "HYROX – the World Series of Fitness Racing", Hilian Sports Culture (Shanghai) Co., Ltd. with registered offices at Room 1226, Main Building, 580 Nanjing West Road, Jing'an District, Shanghai, China ("Local Organiser" or "we" or "us"), organises, manages, stages and delivers HYROX and HYROX YOUNGSTARS fitness races and events within the territory of the People's Republic of China (an "Event") as the local event Organiser. The individual named below (as a participant or parent/guardian) ("you") wishes to participate in an Event or enter their child or person under their guardianship ("Dependent") as a participant in an Event. In consideration for being permitted by the Local Organiser to participate in the Event and in recognition of the Local Organiser's reliance hereon, you agree to all the terms and conditions set forth in this Release.
- Event:** The Event is a mass-participation sports event. Details of the format of the event can be found at www.hydrox.com. Aside from the fitness race competition, the Event comprises other activities before and after the race, including but not limited to warm-up training sessions, briefings, and award ceremonies, both within and outside of the Event venue. You will be starting in 10-minute wave intervals. The competition area (called Roxzone) is reserved for participants only, fenced off from spectators and subdivided in relation to the individual workouts. The Event will be recorded live in the form of images, audio and audio-video for reporting and marketing purposes.
- Physical Risks:** You/the Dependent may injure themselves while participating in the Event, and such injury may cause permanent paralysis or death. The injuries may include but are not limited to, sprains, strains, fractures, overload, abrasions, spinal injuries, infections, strokes, and heart attacks. These can be caused, among other things, by the following behavior or circumstances (i) accidents while running and performing the individual workouts, (ii) contact or collision with other people or objects (e.g. with other athletes, spectators, staff, workout equipment or barriers), (iii) proximity to other people carrying a symptom-free infection (e.g. transmission of bacterial or viral infectious diseases) and (iv) problems related to the proper assessment and behavior of yourself and others (e.g., incorrect or inappropriate behavior by you or the other athletes, erroneous assessment by the staff), and (v) slippery surfaces in the vicinity of water stations within the Roxzone.

II. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK AND RELEASE

By signing or accepting this Release, you (hereinafter referred to as "I" or "me") hereby declare and agree to the following:

- I acknowledge that participation in the Event involves participation in a strenuous athletic competition which may include running, the use of fitness equipment, obstacle or station-based activities, and exposure to other participants, course features, and Event conditions ("Activities").
- I understand that these Activities are inherently dangerous and involve risks including, but not limited to, physical exertion and fatigue, slips, trips, and falls, collision with participants or objects, equipment use or failure, environmental, venue, and course conditions.

**风险确认与承担
免责声明
("免责声明")**

本文件为具有法律约束力的协议，将影响您的法定权利。通过参加赛事（定义见下文），您确认参赛存在固有风险，且在法律允许的最大范围内，针对本地组织方（定义见下文）的某些法定索赔可能如本免责声明所述受到限制或排除。

未满十八（18）周岁或无行为能力之参与者，须由其父母或法定监护人在其参赛前代表其签署本免责声明。

I. 赛事及相关风险告知

- 在权利方 HYROX World GmbH, Hamburg/Germany ("HYROX World")（负责"HYROX——世界健身跑系列赛事"整体管理和国际协调的机构）的赞助和协作下，嗨炼体育文化（上海）有限公司（注册地址：中国上海市静安区南京西路 580 号主楼 1205 室）（"本地组织方"或"我们"）作为本地赛事组织方，在中国大陆地区（"地区"）组织、管理、举办和开展 HYROX 及 HYROX YOUNGSTARS 健身跑系列赛事及相关活动（"赛事"）。下方署名的个人（作为参与者或父母/监护人）（"您"）希望参加赛事，或其子女或受其监护的人员（"被监护人"）报名参加。鉴于本地组织方允许您参加赛事，并确认本地组织方对本声明的依赖，您同意本免责声明中列明的所有条款与条件。
- 赛事性质：**该赛事为大众参与型体育赛事。赛事形式详情可查阅 www.hydrox.com。除健身跑比赛外，赛事还包括赛前赛后其他活动，包括但不限于热身训练、赛事说明会及颁奖仪式，活动可能发生在赛事场馆内外。您将按 10 分钟间隔的批次出发。竞赛区（称为 Roxzone）仅限参赛者进入，与观众区隔离，并依据不同训练项目进行分区。赛事将以图像、音频及音视频形式进行现场录制，用于报道及营销目的。
- 身体风险：**您/被监护人在参与赛事时可能会受伤，此类伤害可能导致永久性瘫痪或死亡。此类伤害包括但不限于扭伤、拉伤、骨折、负荷过重、擦伤、脊柱损伤、感染、中风和心脏病发作等。这些伤害可能由以下行为或情况导致：(i) 跑步和进行个人训练时的意外，(ii) 与他人或物体（例如其他运动员、观众、工作人员、训练设备或障碍物）发生接触或碰撞，(iii) 接近携带无症状感染的人员（例如细菌或病毒性传染病的传播），以及 (iv) 与您自身及他人的正确评估和行为相关的问题（例如您或其他运动员的错误或不恰当行为、工作人员的误判），以及 (v) Roxzone 竞赛区内饮水站附近的湿滑地面。

II. 风险认知与接受声明及免责协议

通过签署或接受本免责声明，您（以下简称"我"）特此声明并同意以下内容：

- 我确认参与本赛事需参加高强度的体育竞赛，可能包括跑步、使用健身器材、障碍类活动或基于站点的活动，并接触其他参与者、赛道设施及赛事条件（"活动内容"）。
- 我理解这些活动内容本身具有危险性，涉及的风险包括但不限于体力消耗与疲劳、滑倒、绊倒及跌倒、与其他参与者或物体碰撞、器材使用或故障、环境、场地及赛道条件。

3. I represent and warrant that I/the Dependent am physically able to participate in the Activities. I understand and agree that it is my responsibility to consult with a physician prior to my/the Dependent's participation in the Activities, and I/the Dependent will stop or refrain from participating as soon as there are any indicators that endanger safety or health through participation. Should health issues or conditions become apparent during the Activities, I will inform the Local Organiser's staff and, if necessary, stop or cause the Dependent to stop participating in the Activities. I/the Dependent will follow any instructions given by the security and/or medical staff during the Activities. 4. I hereby consent to receive medical treatment deemed necessary if I/the Dependent am injured or require medical attention during participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Local Organiser, HYROX World, and all other Releasees (as defined below) from any claim based on such treatment or other medical services. 5. I acknowledge and agree that participation in the Event is voluntary, and I knowingly and freely assume all inherent risks of participation in the Event either for myself or on behalf of the Dependent. 6. To the fullest extent permitted by law, I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Local Organiser, HYROX World, and their respective 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 my/the Dependent's participation in the Activities, whether arising out of the negligence of the Local Organiser, any Releasees or otherwise. I covenant not to make or bring any such claim against the Local Organiser or any other Releasee and forever release and discharge the Local Organiser and all other Releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful and wanton misconduct, or any other liabilities that applicable law does not permit to be released by agreement. 7. I shall defend, indemnify, and hold harmless the Local Organiser, HYROX World, 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 reasonable attorney fees, and the costs of enforcing any right to indemnification under this Release, incurred by the Local Organiser, HYROX World or any other Releasees, arising out of or resulting from any claim of a third party related to my/the Dependent's participation in the Activity, including any claim related to my/our own negligence or the ordinary negligence of the Local Organiser. 8. I hereby grant the Local Organiser, HYROX World, their respective affiliates, partners, and authorised representatives (collectively, the "HYROX Parties"), as well as accredited media, the irrevocable right to photograph, film, record, and otherwise capture my name, image, likeness, voice, statements, and biographical information in connection with the Event. I acknowledge and agree that any such materials shall be the sole property of the HYROX Parties and may be used, reproduced, modified, distributed, displayed, or otherwise exploited by the HYROX Parties, in whole or in part, in any media now known or hereafter developed, worldwide and in perpetuity, for any lawful commercial or promotional purpose, without notice or compensation. III. GENERAL 1. This Release constitutes the entire agreement between the Local Organiser and me with respect to the subject matter of assumption of risk, release, and limitation of liability. This Release supplements but does not replace or supersede any applicable Event Terms and Conditions agreed to in connection with registration for the Event. 2. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. 3. This Release and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the country in which the Local Organiser is domiciled. The courts of	3. 我声明并保证我/被监护人身体状况适合参与该等活动内容。我理解并同意, 我有责任在本人/被监护人参与活动内容前咨询医生, 且我/被监护人将在出现任何危及安全或健康的参与指征时立即停止或避免参与。若在活动过程中出现健康问题或状况, 我将通知本地组织方工作人员, 并在必要时停止或促使被监护人停止参与活动内容。我/被监护人将遵守安保和/或医疗人员在活动过程中给出的所有指示。 4. 我特此同意在参与活动过程中如我/被监护人受伤或需要医疗救助时, 接受被视为必要的医疗处理。我理解并同意本人须独自承担与此类医疗处理及任何相关医疗运输和/或撤离有关的所有费用。本人特此永久放弃并豁免本地组织方、HYROX World 及所有其他被免责方(定义见下文)因上述治疗或其他医疗服务而产生的任何责任(索赔)。 5. 本人确认并同意参与赛事纯属自愿, 且本人明知并自愿承担参与赛事的所有固有风险, 无论是以本人名义还是代表被监护人。 6. 在法律允许的最大范围内, 本人特此明确放弃并免除在全世界任何司法管辖区内针对本地组织方、HYROX World 及其各自的高级职员、董事、经理、员工、代理人、关联方、股东/成员、继承人和受让人(统称“被免责方”)的所有现有或未来可能存在的任何索赔, 这些索赔涉及因本人/被监护人参与活动而造成的伤害、残疾、死亡或财产损失, 无论此类损失是源于本地组织方或被免责方的过失还是其他原因所致。本人承诺不会对本地组织方或其他被免责方提出或发起任何此类索赔, 并永久免除和豁免本地组织方及所有其他被免责方在此类索赔下的责任。本豁免及免责条款不适用于重大过失、故意和肆意不当行为或适用法律不允许通过协议免除的任何其他责任。 7. 本人应就因本人/被监护人参与活动引起的任何第三方索赔(包括与本人/我们的过失或本地组织方的一般过失相关的任何索赔), 为本地组织方、HYROX World 及所有其他被免责方进行辩护、赔偿并使其免受损害, 包括但不限于任何及所有损失、损害、责任、缺陷、索赔、诉讼、判决、和解、利息、裁决、罚款、费用或任何种类的开支, 包括合理的律师费以及执行本免责声明下任何赔偿权利的费用。 8. 本人特此授予本地组织方、HYROX World、其各自的关联方、合作伙伴及授权代表(统称“HYROX 方”)以及经认可的媒体不可撤销的权利, 以拍摄、录制、记录或以其他方式获取本人在赛事中的姓名、形象、肖像、声音、陈述及个人资料信息。本人确认并同意, 任何此类材料应为 HYROX 方的独家财产, 且 HYROX 方有权在全球范围内永久性地出于任何合法商业或宣传目的, 以现有或未来开发的任何媒体形式, 全部或部分地使用、复制、修改、分发、展示或以其他方式开发该材料, 无需通知或补偿。 III. 一般条款 1. 本免责声明构成本地组织方与本人之间关于风险承担、责任免除及责任限制的完整协议。本免责声明是对赛事注册时同意的赛事条款与条件的补充, 但不会取代或优先于该等条款与条件。 2. 若本免责声明的任何条款或规定在任何司法管辖区无效、非法或不可执行, 该等无效性、非法性或不可执行性不影响本免责声明的其他条款或规定, 也不会使该条款或规定在其他司法管辖区无效或不可执行。 3. 本免责声明及因之引起或与之相关的任何争议或索赔(包括非合同争议或索赔)应受本地组织方所在国法律管辖并依其解释。本地组织方所在国法院对因本免责声明引起或与之相关的任何争议或索赔
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the country in which the Local Organiser is domiciled shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Release. By signing below, I confirm that I am over the age of 18 and I have read and understood the terms of this Release. I understand that participation in the Event involves inherent risks and that, to the fullest extent permitted by applicable law, certain legal claims may be limited or excluded. I understand that by assenting to the terms of this Release I am limiting my rights, including, where applicable, my right to sue. I further acknowledge that I am accepting the terms of this Release freely and voluntarily. For Adult Participant (18+) Name:: Date: Signature: For Dependent/Under-18 Participant (Parent/Guardian Consent) I confirm that I am the parent or legal guardian of the Dependent named below and that I have legal authority to act on their behalf. I have read this Release, fully understand its terms, and agree to be bound by them on behalf of the Dependent and myself. Dependent's Name: : Dependent's birthdate: Parent/Guardian Name: Date: Parent/Guardian Signature:	拥有专属司法管辖权。 通过在下方签名，本人确认本人年满 18 周岁且已阅读并理解本免责声明的条款。 本人知悉参与该赛事存在固有风险，且在适用法律允许的最大范围内，某些法律索赔可能会受到限制或排除。本人理解，通过同意本免责声明的约定，本人正在限制自身权利，包括（如适用）提起诉讼的权利。 本人进一步确认，本人系自愿且自主接受本免责声明的约定。 成年参与者（18 周岁以上） 姓名: 日期: 签字: 被监护人/未满 18 周岁参与者（父母/监护人同意书） 本人确认系下述被监护人的父母或法定监护人，并具有代表其行事的法定权限。本人已阅读本免责声明，充分理解其约定内容，并同意代表被监护人及本人受其约束。 被监护人姓名: : 被监护人出生日期: 父母/监护人姓名: 日期: 父母/监护人签字:
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