



**PARTICIPANT WAIVER  
RELEASE OF LIABILITY COVENANT NOT TO SUE & IMAGE RELEASE  
X-WARRIOR OCR X-TRAIL NATURAL OBSTACLE RACE**

In consideration of being allowed to participate in any way in the above referenced X-Warriors competition(s), race(s), related events (the “Event”) and/or activities, I acknowledge, appreciate, and agree that:

1. The risk of injury and/or death from the activities involved in the X-Warriors Race and its related events is significant including, but not limited to the following: (i) drowning; (ii) near--drowning; (iii) sprains; (iv) strains;(v) fractures; (vi) heat and cold injuries; (vii) over--use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience; and (xii) the potential for permanent paralysis and/or death. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination. I understand that the Event course may contain wild animals, insects and plants. While rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my participation;

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE A.S.D. XWARRIOR, c/o Studio Pace, Via Ravenna 81, 65122 Pescara, Italy and their officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the “Releases”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releases from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the A.S.D. XWARRIOR, c/o Studio Pace, Via Ravenna 81, 65122 Pescara, Italy or connected with the Events.

5. I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the Events. My participation in activities and events organized or sponsored by A.S.D. XWARRIOR, c/o Studio Pace, Via Ravenna 81, 65122 Pescara, Italy is entirely voluntary.

6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment.

7. I agree that the Releases are not responsible for any personal items or property that is lost, damaged or stolen at the Event.

8. I agree that all entry fee payments are final and can be refundable according to the rules showed on the website. I cannot transfer my entry ticket to another person or race. I'm not allowed to hand over my timing tag to another person to race with that under my name or registration.

9. The Releases reserve the right, in its sole determination, to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releases that might affect the health and/or safety of the participants. No, refunds will be granted.

**10.** I grant full permission to Releases, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

**11.** I hereby grant permission gratis to the Releases to film, videotape and record gratis the performance of the above-named participant (referred to herein as “I”, “me”, “my”) as it relates to the Event and subsequently to telecast and otherwise utilize the same gratis in whatever manner Releases shall deem appropriate. Such permission shall include the unlimited right to appropriate use gratis by Releases of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releases and their representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releases from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

**12.** By signing up for the race and signing this waiver I agree to adhere all rules and regulations of the race as described on the event website and/or communicated to me by email, on site briefings or any other official communication of the event. I commit to wear the timing chip that is always provided to me by the organization during the race and acknowledge the fact that I will be disqualified if not adhering to that rule.

SIGNATURE

DATE

INFORMATION: pursuant to Article 12 of Regulation 679/2016 - GDPR (General Data Protection Regulation)

**1)** That the data contained in the registration form are required for registration, to prepare the list of participants, the preparation of the order of arrival, the historical archive, to carry out the services declared in the regulations and for sending information material of “XWARRIOR” and that the data contained in this form are required for registration to “XWARRIOR”

**2)** That the consequences of failure to provide the data or information above are the refusal to admit to the event.

**3)** With your approval, your personal data may be communicated to other companies and used to contact you and send you commercial and/or promotional information on products and services and to carry out statistical analyses, studies and market research. The updated list of companies to which your data may be disclosed is available to you at the Data Controller. In this case, these companies may contact you as the owner of independent initiatives, for market research or to send you commercial information and / or promotional offers of products and services. Your data will be kept and processed in compliance with the security measures required by law, with or without the use of electronic means.

At any time, the interested party may consult, modify or cancel their data free of charge by writing to the person responsible for processing personal data at ASD XWARRIOR.

APPROVAL

NOT APPROVAL

Acquired the information provided according to the Article 12 of Regulation 679/2016 - GDPR, the data subject also authorizes to the processing and dissemination of personal data for the purposes specified in point 3.

APPROVAL

NOT APPROVAL

**A.S.D. XWARRIOR**  
Associazione Sportiva Dilettantistica  
c/o Studio Pace, Via Ravenna, 81 - 65122 Pescara  
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