

# TERMS AND CONDITIONS OF PARTICIPATION

## HYROX World Championships HYROX Season (2024/2025) – United States

Under the auspices of and in collaboration with the genuine rightsholder Upsolut Sports GmbH, Hamburg/Germany (“**Upsolut-Germany**”), which is responsible for the overall management and international coordination of the 2025 HYROX World Championships, **Uspolut Sports America Inc.**, a Delaware corporation (“**Upsolut**” or “**we**” or “**us**”), organises, manages, stages and delivers the fitness racing event “*HYROX – the World Series of Fitness Racing*” within the territory of the United States of America (“**Territory**”) including the 2025 HYROX World Championships taking place in Chicago, Illinois/USA as the local organizer. In consideration of your participation in Events, as defined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by clicking the appropriate box and agreeing to these T&Cs, you, for yourself, your heirs, executors, successors, guardian, legal representatives, and assigned, agree to the T&Cs.

### 1. GENERAL INFORMATION

1.1 HYROX World Championship competitions are staged (i) individually (“Single Divisions”) in HYROX PRO MEN/PRO WOMEN, and (ii) as a partner competition (“Doubles Divisions”) in HYROX DOUBLES MEN PRO/WOMEN PRO/MIXED whereas each division is organized and judged per age group. Except for participants competing within the division HYROX DOUBLES MIXED (all age groups) and those of the age group 60+ (all divisions), all other participants will compete at PRO weights/repetitions.

1.2 Events are organized and staged indoors subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“**you**”) (together “**Applicable Laws**”).

### 2. THESE TERMS & CONDITIONS

2.1. These Terms and Conditions (“**T&Cs**”) set out and comprise all of the legal terms applying between us and you in relation to your registration to participate and your participation in the 2025 HYROX World Championships event taking place in a Chicago, Illinois/USA (the “**Event**”). We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of the Event), including if there is a change in the Applicable Laws; We will notify you if we implement any such changes.

### 3. EVENT REGISTRATION.

3.1 To register to participate in the Event, you must have qualified for the Event at any of our HYROX series events of the season 2024/2025 as confirmed by your receipt of a corresponding email (the “**Invitation**”) and via our website:

3.1.1 confirm the Invitation within 48 (forty-eight hours) after its receipt by registering for the Event. If you have qualified in the division HYROX MEN/HYROX DOUBLES MEN or HYROX WOMEN/HYROX DOUBLES WOMEN you need to register for the Event in the corresponding division HYROX PRO MEN/HYROX MEN PRO DOUBLES or HYROX PRO WOMEN/HYROX WOMEN PRO DOUBLES while all other athletes must register for the division they have qualified for;

3.1.2 truthfully complete the Event booking form (which is available on HYROX website). In doing so, you must not use any false information or misrepresent the information of another

person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;

3.1.3 provide your consent to the storage and processing of your data in accordance with the provisions of the US Data Protection Regulations as laid out in [[hyroxus.com/privacy-policy/](https://hyroxus.com/privacy-policy/)];

3.1.4 confirm your acknowledgment and acceptance of these T&Cs; and

3.1.5 agree to pay Upsolut the fee payable by you to Upsolut in consideration of your participation in the Event ("**Fee**").

3.2 Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the relevant Event in accordance with these T&Cs. Please check your personal information for accuracy. You are responsible for changing incorrect data online on HYROX.com.

3.3 Once we confirm your registration by email and request to further personalize your registration specific to the Event within a certain period of time, a binding contract is entered into between us for you to participate in the Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).

3.4 In order to participate in any Event, you must:

3.4.1 be sixteen years of age or older,

3.4.2 be in generally good health;

3.4.3 at Upsolut's reasonable request, be willing to disclose your state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor's note);

3.4.4 be duly registered to participate in such Event;

3.4.5 have duly personalized your registration within ten (10) calendar days after registration but in any event no later than four (4) weeks before the Event, and

3.4.6 be accredited in accordance with these T&Cs and in possession of an official start number.

3.5 You are solely responsible for assessing the health requirements for your participation in the Event. You acknowledge and agree that: (i) your state of health may change during the period between registering to participate in the Event and such participation (including due to viral infection, illness or injury); and (ii) you bear this risk alone and may not terminate this contract due to subsequent viral infection, illness or injury. You shall solely bear all costs that you incur in complying with clause 3.4.3 of these T&Cs.

3.6 If you are under the age of eighteen (18) at the time of registration, you must provide a declaration of consent issued by your parent or other legal guardian, together with a copy of their passport (or other photographic identity card) no later than 7 days before the Event in question to: [wc@hyrox.com](mailto:wc@hyrox.com). If you do not comply with this requirement, Upsolut may terminate our contract (and revoke your participation in the Event) and your Fee will be refunded (minus any services fee already accrued in accordance with clause 5.2 of these T&Cs).

3.7 Spectators may purchase tickets for the Event. However, Upsolut reserves the right to require spectators to provide evidence of their state of health at the time of the Event, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the

risk of any subsequent deterioration in their state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.

3.8 Upsolut reserves the right to disqualify and/or exclude you from participating or attending the Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event if:

3.8.1 you provide false personal information to us, including during registration;

3.8.2 your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or

3.8.3 there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.

3.9 You may register yourself and your team. Duplicate registrations are allowed by the same person, if you are participating both as a single starter and as a team member.

3.10 Subject to timely personalization of your registration in accordance with clause 3.4.5 we will provide you with your personal unisex HYROX World Championships race shirt to commemorate your participation in the Event. While we would be excited to see you showing it off during the Event's Opening Ceremony and the Event you are not obliged to compete in your race shirt.

3.11 You may not change the registration neither in respect of your participation, the division you are competing in nor the start time that will be assigned to you as the race entry is personalized and connected to your qualification as well as your division and age group.

3.12 An exception to the rule of clause 3.11. is made for participants in the doubles divisions, if one participant is unable to compete due to illness or indisposition. In this case, said participant may be replaced by another of the same gender and age group until two (2) weeks before the Event. You may make such a registration amendment yourself by contacting our Customer Services at: [wc@hyrox.com](mailto:wc@hyrox.com). Please note that said amendment is subject to the consent of these T&Cs by such new participant and payment of an additional processing fee of USD-\$ 15.00 (Euro fifteen). Please further note that any change to the registration later than four (4) weeks before the Event in accordance with this clause will impair the new participant's right to a personal race shirt as set out in clause 3.10 as the minimum time requirement of clause 3.4.5 is fixed.

#### **4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT**

4.1 All listed prices on our registration page are stated to be inclusive of VAT.

4.2 In addition to the Fee, a service fee (amounting to 7% of the total value of the Fee) is payable upon submission of any registration to participate in any Event. This must be paid by you in addition to the Fee.

4.3 The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:

4.3.1 credit or debit card;

4.3.2. Google Pay;

4.3.3. Apple Pay; and

4.3.4. Visa Checkout.

4.4 If payment is not processed for any reason whatsoever, Upsolut is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

## **5. ARRIVAL / ACCESS TO THE EVENT**

5.1 You receive your starting documents the day before the Event prior to the commencement of the Opening Ceremony that is hosted by Upsolut the evening before the Event and subject to your presentation of

5.1.1. your official registration confirmation with QR code;

5.1.2. your proof of identity; and

5.1.3. if applicable, proof of your state of health,

and be granted access to the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

5.2 Upsolut reserves the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Upsolut may remove you from the Event with no refund of the Fee.

5.3. You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, Upsolut reserves the right to recover from you the attributed costs amounting to USD \$50.00 (U.S. Dollars Fifty).

## **6. POSTPONEMENT/CANCELING OF THE EVENTS.**

6.1 Upsolut is under no obligation to hold the Event and, subject to the remainder of this clause 6, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:

6.1.1. circumstance not within Upsolut's reasonable control;

6.1.2. a decision to protect the safety of any members of the public or Event participants; or

6.1.3. any changes to the Applicable Laws.

6.2 If the Event is cancelled altogether, you shall be entitled to a free rebooking to the next HYROX World Championships event following the cancelled Event.

6.3 If the Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.

6.4 Notwithstanding clauses 6.2 and 6.3 of these T&Cs, if: (i) the Event for which you are registered is cancelled or postponed; and (ii) you can demonstrate to Upsolut's satisfaction that, as a result, you have been caused significant undue financial hardship, Upsolut may, at its sole discretion, refund the Fee to you.

6.5 Any refunds of the Fee will exclude the service fee incurred pursuant to clause 4.2.

## **7. PARTICIPATION/INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY.**

THIS ARTICLE 7 IS A LIABILITY RELEASE. BY AFFIRMATIVELY AGREEING TO IT BY CLICKING THE APPROPRIATE BOX, YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ARE COMPLETELY RELEASING POTENTIAL CLAIMS. PLEASE READ IT CAREFULLY.

7.1 YOU ARE AWARE AND UNDERSTAND THAT THE EVENT IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF UPSOLUT, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF UPSOLUT. NOTWITHSTANDING THE RISK, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM YOUR PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF UPSOLUT OR OTHERWISE.

7.2 You hereby expressly waive and release any and all claims, now known or hereafter known, against Upsolut, and its affiliates, 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 your participation in the Event, whether arising out of the ordinary negligence of Upsolut or any Releasees or otherwise. You covenant not to make or bring any such claim against Upsolut or any other Releasee, and forever release and discharge Upsolut and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Delaware law does not permit to be released by agreement.

7.3 You shall defend, indemnify, and hold harmless Upsolut 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 attorney fees, fees, the costs of enforcing any right to indemnification under this Section 7.3, and the cost of pursuing any insurance providers, incurred by or awarded against Upsolut or any other Releasees, arising out or resulting from any claim of a third party related to your participation in the Event, including any claim related to your own negligence or the ordinary negligence of Upsolut.

7.4 You hereby consent to receive medical treatment deemed necessary if you are injured or require medical attention during your participation in the Event. You understand and agree that you are solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. You hereby release, forever discharge, and hold harmless Upsolut from any claim based on such treatment or other medical services.

7.5 You agree that you are responsible for the security and safety of your own property and any personal effects you use, bring to or leave at the Event venue (the "**Venue**") or Event, and that the Releasees cannot guaranty the security or safety of your property. If you leave any property at the Venue or otherwise in the custody of the Releasees, you do so at your sole and absolute risk. None of the Releasees shall have any liability to you or anyone else in the Event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property

7.6 You hereby agree and covenant not to bring a claim against, sue, demand compensation from or attach the property or assets of the Releasees or any of them, for any loss or damage arising or resulting from your participation in the Event or your travel to or from or presence at the Venue, and forever release and discharge the Releasees or any of them from liability under such claims.

7.8 You assume all risk of damage or injury to any individuals that you invite as guests at the Event or Venue, whether you are present or not, and hereby agree to fully indemnify the Releasees against any claims for damages or injury suffered by your invited guests.

## **8. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS**

8.1 You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:

- 8.1.1 the enforcement of Upsolut's legal rights;
  - 8.1.2 to publish information relevant to participants' finishing times in the Events;
  - 8.1.3 to send you health and safety and other relevant information relating to the Events;
  - 8.1.4 to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Upsolut;
  - 8.1.5 to notify you of any amendments to these T&Cs and/or any of the Events in accordance with Section 1.3; and
- to comply with the Applicable Laws.

8.2 Upsolut is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Event as well as record the name, image and voice of the participants during the course of the competition, including the technical briefing, warm-up, racing and finishing as well as the award ceremony (collectively "**Media Content**") without any obligation for compensation. The Media Content shall clearly qualify as sports competition content thereby generally excluding any individual portraits or close-ups of participants or spectators. Upsolut and/or its authorized third parties may use such Media Content for documentation, information and advertising purposes in all media on a world-wide basis for a period of two (2) years thereafter and allow all HYROX local and international partners and/or sponsors the same unrestricted use and application.

8.3 Upsolut shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorized third parties.

8.4 Upsolut has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. Upsolut may transfer these rights to third parties.

8.5 You have no right to approve or reject the publication of any of the Media Content or to any form of reimbursement, compensation or payment if you are mentioned, depicted or reproduced on any of the Media Content.

8.6 Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph Events on Upsolut's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You can also purchase a photo package when making your HYROX booking. Following this purchase, a contract will be entered into between you and Sportograf. Upsolut itself does not become a party to the contract but acts exclusively as a representative of Sportograf. There is no exchange of data between Upsolut and Sportograf.

8.7 In relation to medical matters, you agree that your personal information may be stored, used and disclosed by Upsolut in connection with the organization and administration of the Events and for the compilation of statistical information. If you become ill or injured during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers located at the Events, you authorize such persons to provide details (including details of medical treatment) to third parties for the purposes of medical treatment.

8.8 While within our Event premises, you shall neither (i) take, record nor transmit any sound, image nor description of the Event other than for your exclusive, private and domestic use, nor (ii) plan, organize, lead, promote or endorse any commercial activity relating to your own business or the business of a third party that is not contracted to Upsolut-Germany or Upsolut in connection with the Event and/or as a HYROX sponsoring partner.

## 9. HYROX INTELLECTUAL PROPERTY RIGHTS

**9.1** Upsolut-Germany is the sole owner of the trademark "HYROX," and all related intellectual property rights relating to "HYROX – The World Series of Fitness Racing" and the 2025 HYROX World Championships, including but not limited to any brand logos, guides, documents created by Upsolut as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event by us, Upsolut-Germany or any authorized third party (together "**HYROX IP**").

**9.2** You are not permitted to use the HYROX IP without the express written consent of Upsolut.

**9.3** You may not use or reproduce the HYROX name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with HYROX without the express written consent of Upsolut.

**10. COMPETITION RULES.** The regulations of the HYROX Rulebook apply to each Event (available at: [www.hydrox.com/rulebooks](http://www.hydrox.com/rulebooks)) (the "**HYROX Rulebook**"). By registering, you accept these regulations as binding.

## **11. GENERAL**

11.1 These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

11.2 The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.

11.3 These T&Cs shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

11.4 If any term, condition or other provision of these T&Cs are determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, it shall be deemed to be deleted from these T&Cs, and all other terms, conditions and provisions of these T&Cs shall nevertheless remain in full force and effect.

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YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX AND AGREEING TO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. YOU UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

YOU HAVE READ THIS ENTIRE T&Cs CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX, YOU ARE PROVIDING YOUR ACKNOWLEDGMENT AND AGREEMENT THAT YOU HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE T&Cs AND TO HAVE ANY QUESTIONS ANSWERED TO YOUR SATISFACTION.

You hereby represent, warrant and covenant to Upsolut that each of the following is true and accurate:



1. I am at least 18 years of age and I have the right to contract in my own name or if I am under 18 my parent or guardian has provided a declaration of consent in accordance with Section 2.6.
2. I have read the above statements, understand the words and language in these T&Cs and agree to them.
3. I am not pregnant, and I will not consume alcohol or drugs (including, without limitation, any performance enhancing drugs prohibited by the HYROX Rulebook) while participating in the Event.
4. I have read, understand, and agree to abide by the HYROX Rulebook.
5. I am aware of and voluntarily participate despite the potential dangers inherent to the Event.

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Local Organizer:

Upsolut Sports America Inc

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E-mail: [usa@hyrox.com](mailto:usa@hyrox.com)

Managing partners:

**Christian Toetzke**

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October 7, 2024