

WARNING

This is a legal document that affects your rights. If you are uncertain about any terms in this document, you should obtain independent legal advice before signing.

These terms and conditions (the "Form") apply to all events conducted by Ocean Lava Montenegro ("OLMNE") (the "Event").

Ocean Lava Montenegro may require you to sign this Form on the date of the event even though you have entered online. In any case, by participating in the Event you hereby acknowledge your acceptance of the terms and conditions set out in this Form.

If another person has entered you in the Event, that person is assumed to be your agent and that person has accepted on your behalf all the terms and conditions set out on this Form

I UNDERSTAND AND AGREE:

1. I will review all materials received, accurately complete and agree to the registration information, documents and processes. I will review and obey all relevant rules and policies including (but not limited to) viewing the Race Briefing Presentation (played throughout the pre-Event days at the Event venue), reading the Athlete Information Guide the Triathlon federation of Montenegro Competition Rules, as may be amended, and all traffic laws; 2. My final acceptance and participation in the Event is contingent upon Ocean Lava Montenegro receipt and review of all required information and forms, including this Form; 3. I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities may require extreme fitness and endurance and that I have the appropriate conditioning and fitness; 4. OLMNE contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activities participants will engage in. I acknowledge that OLMNE does not supervise or control these independent contractors. In addition, it is accepted that activities take place on premises or at facilities not owned or controlled by OLMNE; 5. The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and OLMNE cannot assure my safety or eliminate all risks. OLMNE representatives are available should I have further questions about the activities or the associated risks; 6. I will respect the rights, dignity and worth of every individual at the event including participants, volunteers and spectators. I will at all times act professionally and responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance. 7. I am voluntarily participating with knowledge of the risks. 8. Any dispute or claim/s I may have arising out of, relating to or in connection with this Form, my enrollment or participation in the activities, or any other aspect of my relationship with OLMNE shall be governed by Montenegro law. 9. If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf. 10. In regard to my relationship with OLMNE, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than OLMNE) in connection with these activities. 11. I authorise OLMNE staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by OLMNE, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes. 12. OLMNE reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify any participant from the Event. If I am dismissed or depart for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree that OLMNE is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that OLMNE denies or disqualifies any participant from the Event (either before or during the Event), OLMNE will not refund any entry fees to that participant where the participant has misrepresented their eligibility to participate in the Event at the time of entry or has breached any of the conditions of this Form. 13. If I wish to withdraw from the Event, I must do so myself through my online registration, and the event specific cancellation policy set out on the event website will apply. 14. OLMNE, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of OLMNE, there shall be no refund of OLMNE's entry fee or any other costs incurred in connection with the Event. 15. I will immediately advise OLMNE or an Event Official (or another suitable Event official) if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe. 16. My Event registration is not transferable to other people or other events. Any attempt to transfer my entry or allow another person to participate under my name may result in cancellation without refund, insurance being deemed as void and disqualification from participating in future OLMNE events. 17. I grant to OLMNE, its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by OLMNE and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event. 18. I consent to the Event organisers providing my personal details to Photography company which may contact me via email to alert me when photos from the Event are available on its website. 19. I consent to my name and contact details being included on the Ocean Lava event database and that unless I specify to the contrary, I will be subscribed to various OLMNE related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. 20. I agree that if I choose not to be included on the OLMNE event database I will still receive newsletters that relate to the event in which I have registered. I also agree that it is my responsibility to obtain information and event up dates from the event website, (if applicable). 21. I may receive a race timing chip and band at timed events run by OLMNE, which will remain the property of OLMNE. A recorded time is not guaranteed. The timing chip and band must be returned on the date of the relevant Event at the designated area post finish line. Should I not return my timing band to OLMNE, I agree to pay 50eur to OLMNE within 14 days of the relevant Event. 22. OLMNE may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form. 23. This Form is effective in regard to participant's enrollment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities. 24. I agree to provide the name and contact phone number of a person, who is not a participant in the Event, who can be contacted in the event of an emergency, which person will be available during and after the Event. 25. I am fully responsible for the security of my personal possessions at the Event and OLMNE will not be liable for the replacement of any personal possessions. 26. I accept all risks necessarily flowing from my participation in the Event that could result in injury, loss of life or permanent injury. Accordingly I release OLMNE and all persons or entities associated directly or indirectly with the conduct of the Event with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss of expenses (including court costs and reasonable legal fees) arising out of my participation in the Event and hereby indemnify them against, all liability (including liability for their negligence of others) for all injury, loss or damage arising out of or connected with my participation in the Event.

FULL NAME

BIB NO.

SIGNATURE
