

## HEALTH DISCLAIMER

1. In consideration of joining in the above-described event (the "Activity"), I agree and acknowledge that I am fully aware that participation in the Activity may involve risks.

2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, financial or economic loss, or loss or damage to or loss of your property incurred or suffered by you directly or indirectly as a result, in whole or in part from my participation in the Activity.

3. "Released Party" means The Body Coach Online Nutrition Ltd and Factory International Trading Services Ltd, and all of their parent and group companies affiliates such as lululemon athletica UK Ltd, franchisees and their respective assignees, representatives, directors, officers, agents, sub-contractors, employees and volunteer staff.

4. I agree and acknowledge that:

(a) the Activity may be physically strenuous;

(b) I am in proper physical condition to participate in the Activity;

(c) I am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; and

(d) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured and will do so.

5. Waiver and Limitation of Liability a. Subject to paragraph 16, I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any Claims, I may have now or at any other time, against any Released Party and I agree, by accepting the inherent dangers and risks associated with the Activity, not to make any Claim against or seek any compensation from the Released Parties in respect of any personal injury, illness or death suffered by me (unless such a death or personal injury is caused by the negligence of that Released Party) or damage to or loss of property I sustain as a result of my participation in the Activity;

b. I agree to hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim (excluding personal injury or death caused by the negligence of that Released Party);

c. I acknowledge and agree that no Released Party shall be liable for any personal injury, illness or death, unless caused by the negligence or wrongful act of that Released Party;

d. I accept that this Release and Waiver is reasonable given the nature of the Activity.

6. Medical disclosure

7. I agree and acknowledge that my health and fitness needs to be appropriate for this Activity and that the Released Parties recommends: (a) I should seek medical advice if I am uncertain; and (b) I should not take part in the Activity against that advice.

8. The Released Parties reserve the right to refuse any participant the right to commence or require the participant to cease participation in the Activity should they believe it necessary on medical grounds.

9. I acknowledge and agree that if I fail to comply with the duty of medical disclosure and if the Reserved Parties would have not permitted me to undertake the Activity, or continue participation, had I made a full disclosure, the Reserved Parties will not be liable for any personal injury, death or property damage or loss I incur. Nothing in the clause excludes or limits a Released Party's liability for death or personal injury which arises as a result of such Released Party's negligence.

10. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

11. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilise any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("Images"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Images.

12. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.

13. I acknowledge and agree that the Released Party shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as the Released Party's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.

14. If any provision, or part of a provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15. If the participant is less than 18 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorise the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the hold harmless described in paragraph 6(b) and I agree to the terms of this Release and Waiver. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.

16. Nothing in this Release and Waiver shall exclude or limit the liability of any Released Party for death of personal injury caused by such Released Party's negligence, fraud or fraudulent misrepresentation, or for any other matter excluded by law.

17. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

#### **Data Protection Notice and Declaration**

18. The information you provide on this form will be held and processed by The Body Coach and Factory International Trading Services Ltd. I hereby acknowledge that the information may be shared with the representatives, agents, employees or contractors of The Body Coach and Factory International or its affiliates for the purpose of the administration and operation of the Activity. The information you provide on this form will be held in accordance with the Data Protection Act 1998.

19. You are responsible for the accuracy and completeness of the information supplied and in particular the supply of personal information to us. By signing below you are agreeing to the use of your personal information as described in this notice and confirming.

By clicking this box, the Participant accepts and agrees to the terms and provisions contained in this agreement and agree to your data being used in accordance with the terms of this agreement.