



## Summer Challenge Throwdown Waiver & Consent Form

We need you to read and sign the following waiver, consent, GDPR and release form.

### **Express assumption of risk:**

I am aware that there are significant risks involved in all aspects of the Summer Challenge Throwdown.

These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above-mentioned risks may result in serious injury or death to me. I also affirm that I have read the article on rhabdomyolysis in the CrossFit Journal, and I am fully aware of the risks of rhabdomyolysis. I also acknowledge that Michal Kiss MKT with Redoubt Fitness and/or Public Properties Company (Slovakia) have no responsibility in case of injury or death because of malfunction and/or botchery of the venue.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in or attendance at the Summer Challenge. I have no physical impairments or illnesses that will endanger myself or others.

### **Termination:**

Summer Challenge reserves the right to terminate any athlete, volunteer, judge, or spectator's participation in the Summer Challenge 2022 at any time, with no further obligation or duty to such athlete, volunteer, judge and/or spectator. Reasons for disqualification may include, BUT ARE NOT LIMITED TO, any of the following non-exhaustive examples: taunting another competitor or other unsportsmanlike behavior, any actions that evince an intent to cheat or circumvent the rules or intent of the Rules of the Summer Challenge, any conduct in violation of Slovak law, and any conduct which would bring disrepute upon Summer Challenge in the eyes of the viewing public. This list is not exclusive or exhaustive and is meant as a guide to competitors, not as a limitation on Summer Challenge rights to run the event in the manner it sees fit.

### **Release:**

In consideration of being allowed to participate in or attend the Summer Challenge, I hereby release Summer Challenge, their principals, agents, employees, sponsors, judges and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in or attendance at the Summer Challenge, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. Further, Summer Challenge, its officers, employees, and agents are hereby released from legal responsibility and/or liability for the release of any information and/or record as authorized by this consent form. I fully and forever release and discharge the aforementioned parties from any claims, demands, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from my participation in Summer Challenge Throwdown.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, the remainder of the agreement shall remain in full force and effect.

If I am agreeing on behalf of a minor child, I also give full permission for any person connected with Summer Challenge Throwdown to administer first aid deemed

necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.





**Images/Videos:**

Spectators and participants grant Summer Challenge Throwdown, and persons authorized by them, permission to take pictures and videos/movies of me and use them on their website and other promotional and educational materials without compensation to me. Images and videos/movies obtained by me will not be used for any commercial purpose without prior written consent of Summer Challenge Throwdown.

**Medical Information:**

As a part of the Summer Challenge Throwdown, I hereby understand the interest in athlete injuries to members of the public and the viewing audience, and I therefore expressly consent to allow only the minimum necessary injury information to be released to accomplish the intended purpose. That is, to inform the public of my ability to continue on in the competition or if it might impact my ability to continue. I also authorize the athletic medical staff and trustees of that system to use my medical information for my personal well-being and safety and the safety of others.

**Indemnification:**

I recognize that there is risk involved in the activities offered by Summer Challenge Throwdown. I therefore accept financial responsibility for any injury that I may cause either to myself or to others. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I will reimburse them for such fees and costs. I agree to indemnify and hold harmless Summer Challenge Throwdown organizing committee, their principals, agents, employees, sponsors, judges and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the Summer Challenge Throwdown.

**Severability:**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. I have read and understood the foregoing and I understand that by agreeing with it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by me. I understand that by agreeing with this form I am waiving valuable legal rights.

**By registering in Summer Challenge Throwdown I ACCEPT all the rules and agreements of the event and I also acknowledge with my signature that I have read and AGREE with everything contained within.**

In ..... Date .....

.....  
Signature





## Protection and processing of personal data, rights of data subject

### NOTIFICATION

**of the data subject on information necessary for processing of personal data according to the Article 19 (1) and (2) of the Act No. 18/2018 Coll on Personal Data Protection and on amendment to certain acts and to the Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council Pursuant to Article 19 (1) and (2) of the Act No. 18/2018 Coll on Personal Data Protection and Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council, the data subject:**

#### **Consent to the processing of personal data**

By consent to the processing of personal data, the data subject allows Michal Kiss MKT, with place of business Nábřežná 4720/20, 940 02 Nové Zámky, registered in the Trade Register kept by the District Office Nové Zámky, under Registration No.: 440-28315, ID No: 44730501 (the "Controller"), operating at Viničná 8, 940 02 Nové Zámky, to process the following personal data of the data subject in accordance with the Act No. 18/2018 Coll on Personal Data Protection and on amendment to certain acts (the "Act on personal data protection"):

Name, surname, address, phone number and e-mail address must be processed for the purpose of your registration in the company system. These data will be processed by the Controller during the operation of its business.

#### **Processing of personal data**

By consent to the processing of personal data, the data subject gives his explicit consent with the above processing. The consent can be withdrawn at any time by sending an e-mail or a letter to (management company contact details) Michal Kiss MKT, Nábřežná 4720/20, 940 02 Nové Zámky.

Processing of personal data is performed by the Controller. Personal data may also be processed by the following processors:

- Webhost Provider
- Eventually other providers or suppliers of web systems, services, and applications that the company currently uses
- Events organized by the Controller

#### **Right to have personal data to be rectified, right to be forgotten and to access the subject's personal data**

Please note that under the Act on personal data protection, the data subject is entitled to:

- Withdraw the consent at any time,
- Request the information what personal data concerning you we are processing,
- Request an explanation regarding the personal data processing,
- Request an extract/copy of these data and to keep these data updated or rectified,
- Request the deletion of these personal data,
- In case of doubts concerning the compliance with obligations related to personal data processing, to contact us or the Office for Personal Data Protection.

In..... Date .....

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Signature