

**Terms and conditions, liability release and express assumption of risk Agreement**

Minor participants require the signature of a parent and/or tutor (hereinafter the “**Holder of Parental Authority**”) to participate in the Activity. Consent of the Holder of Parental Authority confirm the acceptance of the terms and conditions below and that no other consent is required to give effect and enforce the terms and conditions stated herein.

**LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT (WAIVER)**

I hereby confirm being a participant of at least eighteen years old of age or, if minor, confirm to agree with the consent of my Holder of Parental Authority. I have full knowledge of and assume all risks of my registration in one or more of the following event: Marathon Beneva de Québec, Grand Fit+Yoga, Demi-marathon de Lévis, Trail du coureur des Bois Duchesnay, Défi Escaliers Fond de solidarité FTQ Québec (hereinafter individually and collectively the “**Activity**”). I acknowledge and understand that the Activity involve inherent risks and dangers including the occurrence of property damage, bodily injury and moral harm which may be temporary and/or permanent. I know, understand and accept the risks inherent in the Activity to which I am exposing myself by participating in the Activity freely and voluntarily, with full knowledge thereof. I confirm to the best person to determine my skill level and find them to be adequate and sufficient to participate to the Activity. I declare to be in good physical condition and consider that my physical condition and preparation are adequate to perform the Activity which requires preparation, endurance, skill and technical skills. I acknowledge and agree that I am primarily responsible for my own safety and that it is my duty to behave cautiously, respecting the rules and my own limits at all times before, during and after the Activity. I confirm that I do not know of any fact, factor, element or any other cause (hereinafter a “**Cause**”) that could hinder or limit my participation in the Activity. I undertake not to participate in the Activity if I learn of such Cause and hereby confirm to that I am not aware of the existence of such Cause. I acknowledge, understand and agree to fully assume the inherent risks and dangers of participating to the Activity and consent to such with full background knowledge. I acknowledge to be responsible for ensuring that I wear complete technical and protective equipment in good and adequate condition (including running shoes and appropriate outdoor clothing), in for the participation in the Activity and declare to own such equipment and undertake to wear such equipment during the Activity. I freely and voluntarily, with full knowledge thereof, consent to participate to the Activity and confirm hat no other consent or authorization are needed to provide full strength, effect and efficiency to the present agreement.

Within the maximum limits authorized by law, I hereby accept to assume sole responsibility for any harm of any nature whatsoever that I may suffer and for any harm that I may cause to others on the occasion of, during and after the Activity. I

expressly accept and acknowledge that the conditions of this agreement are contractual in nature and I sign the present agreement (which includes a liability release and express assumption of risk) freely. I hereby, in consideration of the acceptance of my registration for the Activity and to the maximum extent permitted by law, I (and my estate, heirs, executor and successors) freely and voluntarily indemnify, hold harmless, release and forever discharge from all responsibility Corporation Événements Course de Québec Multi-Sports Québec inc., Gestion d'événements Gestev inc. (collectively hereinafter the “**Organizers**”), Groupe Boucher Sports inc., their mandataries, directors, officers, board of directors, employees, representatives, agents, their sister companies, related companies, subsidiaries, affiliated companies, divisions, successors, volunteers, sponsors and partners of the Activity as well as the cities where are held the Activity, and, more generally, and any organization or person, public or private, involved in the organization of the Activity (the Organizers and all such above stated entities are collectively the “**Beneficiaries**”). Except in the case of gross or intentional fault and always to the maximum extent permitted by law, I (and my estate, heirs, executor and successors) hereby waive any claim whatsoever that I (or my estate, heirs, executor and successors) may have against the Beneficiaries due to loss or damage of any nature whatsoever that I may suffer as a result of the Activity, before, during and after its completion.

I recognize that as participant to the Activity, I am allowed to personally participate to the Activity and that I may not share my participation with one or more participants. I acknowledge and agree that Organizers may, at their discretion, proceed to verifications (including identification verifications) that they consider appropriate or needed taking into consideration the circumstances. I acknowledge and agree that I may be disqualified as a result of such verifications, depending on the circumstances. Organizers decisions are finals any may not be appealed.

### **PRIZES AND DRAW IX ET TIRAGES**

I recognize that by registering to the Activity, I may be eligible and registered to certain draw of prizes that may be conditional on my completion of the Activity, at the discretion of the Organizers. I recognize and accept that it is my responsibility, in order to benefit from all such prizes, if applicable, to accept the relevant rules and regulations, as communicated by the Organizers and to abide to such rules and regulations in order to win such prizes, failing which I may not be entitled to win such prizes.

### **RESULTS OF THE ACTIVITY**

As part of my participation and registration to the Activity, I acknowledge, accept and consent to the sharing of certain personal information that I will provide to the Organizers, which will be governed by the following privacy policy: <https://www.gestev.com/fr/vie-privee> and, when shared on the registration platform belonging to Race Roster, by the following policy

<https://raceroster.com/legal/privacy-policy>. Furthermore, I acknowledge that in order to access my results of the Activity, the Organizers may communicate at the Activity venue and in media they select such as in print, television, radio and digital media (including on the social media pages of the Organizers, on the social media pages dedicated to the Activity and on the websites of the Activity's timing service providers) my full name, date of birth and gender, the event in which I participated and the result of my participation in the Activity. In addition, I acknowledge that the Organizers may suggest the use of third party applications or software in order to participate in the Activity or portions of the Activity and that it is up to me whether or not to agree to use them and, if so, that my use and handling of any personal information that I may share in such applications and software will be governed by the terms and conditions and privacy policy issued by the third party application developer and not the Organizers. I acknowledge and accept that the Organizers thus disclaim all responsibility for the processing of personal information that I share and that are transmitted to the third party service providers.

### **CONSENT AND AUTHORIZATION TO INTERVENE IN CASE OF EMERGENCY**

I hereby authorize the Organizers and any medical personnel to intervene and provide all the first-aid they deem appropriate or necessary should the circumstances require, without providing, however, any warranty with respect to the availability, accessibility or result obtained to such first-aid, to the maximum extent permitted by law. I also authorize the medical personnel to make the decision in the case of an accident to transport me (by ambulance, helicopter, Coast Guard or otherwise) to a hospital or community health establishment, at my sole expense. In the event I am injured or feel unwell, I will remain visible, ask for help and offer my full collaboration. I expressly accept and acknowledge that the conditions of this consent and authorization are contractual in nature and that I agree to such freely and that no other authorization is needed to provide full strength, effect and efficiency to the present consent and authorization.

### **CONSENT REGARDING MY IMAGE**

I hereby agree that the Organizers of the Activity, the Beneficiaries and any other third parties authorized by the above stated entities may proceed to the recording of sounds, images and pictures of myself in the course of the Activity as well as declarations that I may express with respect to the Activity (hereinafter collectively the “**Images**”). I consent and accept that Organizers of the Activity, the Beneficiaries and any other third parties authorized by the above stated entities may reproduce, publish, sell, broadcast and use, in whole or in part, the Images (including my likeness), throughout the world, without limitation on the language, in perpetuity, on all support and technology (including Internet and mobile), in all media (including social media), by any means currently known or to be discovered, for any purposes (including editorial, commercial, advertisement or promotional

purposes), and for the insertion in future projects of the same nature or different nature of the Activity. I acknowledge that I will not be remitted any consideration in exchange for my participation to the Activity, the Images and the consent regarding the exploitation of the Images. I release and forever discharge the Organizers, the Beneficiaries any other third parties authorized by the above stated entities of any liability and claims with respect to the use and exploitation of the Images and hereby waive any and all recourse of any nature, directly and indirectly, that I may have against them including with respect to the use and exploitation of the Images.

## **HEALTH STANDARDS**

I hereby agree to maintain the health and safety of the Organizers' work environment with regards to all employees, freelancers and more generally, all participants of the Activity in accordance, in particular, with the *Charter of human rights and freedoms* and the *Canadian charter of rights and freedoms* as well as with all laws and Organizers' current and future policies applicable to the Activity, including any updates thereof. I hereby agree to respect all laws, regulations, directives and policies issued by the competent governmental authority in effect as of the day of the Activity. I recognize and accept that the Organizers may proceed with any verifications they consider appropriate or necessary under the circumstances. I acknowledge and agree that my refusal to engage in such verifications may result in my disqualification from the Activity, depending on the circumstances, and that Organizers' decisions are final and may not be appealed. I undertake not to participate to the Activity if I have COVID-19 or am experiencing symptoms resembling those of COVID-19. I hereby warrant that all declarations made herein are accurate and true and I understand that Organizers and Beneficiaries are relying on my declarations to authorize my participation to the Activity.