

Terms and Conditions Invincible Triathletes Premium Week Retreat

Dear customer,

Thank you for your enrolment for our Invincible Triathletes Premium Week Retreat. These Terms and Conditions apply to all types of enrolment. Once you have placed your order by applying the Place Order button (your 'Enrolment') these Terms and Conditions are applicable.

- You have placed your order by applying the Place Order button on the freeandfocused.com web domain. Once we have received your Order we will send an email to you with an order conformation, your purchase order number, additional information about the Week Retreat and an invoice with payment (wire-) instructions.
- Your Program Ticket (your 'seat') is secured only after we have received your payment. We work with small groups of max 16 participants. We secure your seat on a first come, first served basis (FCFS), or better, first payment received, first served. To secure your seat we therefore strongly advise you to make the payment immediately after receiving the invoice with the wire instructions.
- When you make the payment immediately (within 24 hours) after you have received the invoice, you will get:
 1. 2% discount on your current order. You may deduct the discount right away
 3. A 5% discount certificate for you personally on future participation in one of our Invincible Triathletes events
 4. A gift certificate of \$100 for a friend who would like to participate in one of our events
- In order to be eligible for one of our payment incentives you have to send us by email a proof of your payment which can be your bank wire confirmation or a screenshot with the date and time of your bank wire.
- In case we would not receive your payment within 5 working days after your said payment we retain the right to cancel your application and give your seat(s) away to someone else.
- Cancellations are non-refundable. In case of a) cancellation before 20 days (calendar full days) of the start date of the event and b) we have received your payment on our bank account -you will get a Program Voucher which may be applied toward any future event, valid for up to 12 months from the time of issue. The value of the Program Voucher will be 80% of the Program purchase price. Some other restrictions may apply.
- In case of a) cancellation within 20 days (calendar full days) of the start date of the event and b) we have received your payment on our bank account -you will get a Program Voucher which may be applied toward any future event, valid for up to 12 months from the time of issue. The value of the Program Voucher then will be 60% of the Program purchase price. Some other restrictions may apply.

- If you leave the event early for any reason refunds or program vouchers will not be issued.
- No payment plans are applicable to the Invincible Triathletes Premium Week Retreat fees.
- Minimum age for application is 18 yrs. of age or older before the start of the event.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT ARE SIMILAR TO IRONMAN REGULATIONS

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Form”) carefully before placing your order. This agreement is applicable once you have placed your order. In consideration of the services of Free and Focused by (hereafter “Organizer”) in allowing you to participate in this scheduled Invincible Triathletes event (hereafter “Event”) and other activities, **you acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

This Event and other activities take place indoors or outdoors and can include but not be limited to: warm-up exercises; competitive swimming, cycling and running, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities, use of any equipment, facilities or premises and traveling in planes, vans, buses or other vehicles to and from activities (this Event and other activities collectively referred to in this Form as “activities”). Activities may be scheduled or unscheduled, mandatory or optional, structured or unstructured and include free time. **You acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as “risks”) of these activities can cause injury, damage, death or other loss to participant or others. The following describes some, but not all of the inherent risks, as applicable to participant’s activities:**

Risks in any competitive or athletic activity. Training for, practicing or competing in triathlon or other events and associated swimming, cycling, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the participant’s speed and abilities.

Risks present in an outdoor environment. Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice; fast moving or deep lakes, oceans or other water bodies; currents or whitewater; extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

Risks involved in decision making and conduct. These risks include the risk that an Organizer staff member, representative, volunteer, contractor or co-participant may misjudge a participant’s capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn participant (and/or participant’s legal guardian)

about one or more of the inherent risks of these activities.

Cycling, running and swimming risks. These risks include the risk of losing control and falling from the bike, colliding with objects or people (including co-participants or spectators) on land or in water, tripping or falling down or encountering other water/road/trail hazards; or being submerged underwater, hitting bottom or drowning.

Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although Organizer may review participant's medical information, submitted in the registration process, Organizer cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the activities.

Equipment risks. The risk that equipment used in activities may be misused, or may break, fail or malfunction. Participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Organizer requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Supervision and activities risks. You understand that neither Organizer nor its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. Adult participant agrees he/she is solely responsible for his/her own well-being at all times; or, if applicable, a participant's legal guardian agrees to take sole responsibility for participant's supervision before, during and after the Event and other activities, including during free time and at all other times.

Risks regarding conduct. The potential that participant, co-participant/s and/or third party/s may act in a negligent or intentional manner.

Risk regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects, people or the bottom of a lake or other water body; experiencing bicycle or vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, cold water immersion, frostbite, hyperthermia, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death or loss -- before, during or even after the participant participates in the Event or other activities.

You understand and agree:

· you will review all materials received, accurately complete and agree to the registration information, documents and process, and obey all rules and policies;

- _my final acceptance and participation in the Event is contingent upon Organizer's receipt and review of all required information and forms, including this Form;
- _before participating in any activities, you may inspect the race course, facilities, equipment, and areas to be used, if you choose;
- _you are fully capable of participating without causing harm to myself or others. you further agree that participating in these activities requires extreme fitness and endurance, that you are solely responsible for your conditioning and fitness before, during and after the activities, and that you, in conjunction with your physician, are responsible for determining whether these activities are appropriate for you, before you participate;
- _Organizer contracts with individuals or organizations 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. you acknowledge that Organizer does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, activities take place on premises or at facilities not owned or controlled by Organizer, and Organizer does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;
- _the information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Organizer cannot assure my safety or eliminate any of the risks. Organizer representatives are available should you have further questions about the activities or the associated risks;
- _you are **voluntarily participating with knowledge of the risks. Therefore, you assume and accept full responsibility for yourself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss you may suffer, resulting from those risks, including the risk of your, a co-participant's, and/or a third party's negligence or intentional or other misconduct, or any of the Released Parties' negligence.**

RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. You agree as follows:

- **_to release and not to sue** Organizer, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities (individually and collectively referred to in this Form as the "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively referred to in this Form as "claim" or "claim/s") for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises. **you understand you agree here to waive all claim/s you may have against the Released Parties and agree that neither you, nor anyone acting on your behalf, will make a claim against the Released Parties for any injury, damage, death or other loss you may suffer;**

- **_to defend and indemnify** (“indemnify” meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/brought by or on behalf of you, your spouse, a family member, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including without limitation use of any equipment, facilities, or premises.
- **_to accept the limited liability** of the Released Parties, which shall not be liable to the participant for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises arising from any claim relating to this agreement, whether such claim is based on contract or tort (including negligence).

This Release and Indemnity section includes claim/s resulting from any of the Released Parties’ negligence (but not any of their intentional misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS

You understand and agree:

- **_Any dispute or claim/s** you may have arising out of, relating to or in connection with this Form, your enrollment or participation in the activities, or any other aspect of your relationship with Organizer: 1) shall be governed by Curacao substantive law (without regard to its “conflict of law” rules) and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute administered by the Arbitration Centre of Curacao. Required Venue: you agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Curacao.
- **_You authorize Organizer staff, representatives, contractors or other medical personnel** to obtain or provide medical care for you, to transport you to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for your health. you agree to pay all costs associated with that care and transportation. you agree to the release (to or by Organizer, 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.
- **_Organizer 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, and/or to disqualify participant from the Event.** If you are dismissed or depart for any reason, you agree you are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If your entry application is denied or revoked, you agree Organizer is not responsible for costs incurred or damages suffered by you or your family in excess of the amount of the entry fee.
- **_you acknowledge and agree that Organizer, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the day of the Event 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 Organizer, there shall be no refund of Organizer's entry fee or any other costs incurred in connection with the Event.

· _ you grant to Organizer, Free and Focused and their respective 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 you and/or your 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, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. You understand that all ownership and copyright rights in the images shall be owned by Organizer and you waive any inspection or approval rights. you understand and agree that your name, number and race or event results will be available to the public during and after the Event.

· _Organizer 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, consistent with Organizer's and other Released Parties rights and protections under this Form.

· _This Form is effective in regard to participant's enrollment or participation in the activities from the date the online application was done through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.

· _This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

You agree: you have carefully read, understand and agree to this Form and understand that by placing your order you are entering into a legally binding contract with Organizer. By placing your order, you declare that you have entire knowledge of its content fully understand and know English and that you accept all its terms and conditions. you declare that you will not dispute the effects of this Form. you acknowledge that this Form will be effective and legally binding upon you (and if you are participant's legal guardian, participant). This Form shall also be effective and legally binding upon your/participant's spouse, children and other family members, and my/participant's heirs, executors, representatives, subrogors and estate.