

## Appendix A'

### Waiver of Competition Form

### Disclaimer, voluntary risk taking and indemnification, agreement to bear damages and release from liability

**1. The activity:** I request\* to participate in a competitive race as part of the "Shanti' Path" event (hereinafter: " **the Activity** "), which is organized by Beit Ha'Shanti and the bicycle association and/or by various cycling clubs and/or by various production related entities, their owners, managers, coaches, employees, representatives, contractors, or anyone related whether directly or indirectly (collectively referred to below as " **the Organizers** "). **I hereby declare that I am aware that this is an activity that involves risks**, which I assume, and that because of this I rightly waive my rights and agree to release the organizers or anyone on their behalf from responsibility and bear the damages myself as detailed below. **I understand that this agreement applies to any damage** - physical, mental, property related, financial or any other damage that may be incurred by me **during the activity, on the way to it or back from it, before it, after it, due to it or in connection with it.**

**2. The risks involved in the activity:** I understand that cycling in general, and the activity that is the subject of this document in particular, involves various risks inherent in the nature of the sport and the nature of the activity and that **I am exposed to various dangers and risks, including but not limited to: falls, fractures, injuries, concussion, severe physical exertion, difficult mental efforts, disability or death.**

The ride is carried out in challenging road conditions and may also take place in challenging terrain conditions, which can cause, among other things, for example, but not limited to: a fall, crash and injury: **an off-road cycling route** takes place in mountains, forests, wadis, streams, facilities or other sites, and includes natural elements that can cause falling - for example, but not limited to: trees, bushes, roots, rocks, stones, trenches, dirt, smooth slippery powder and so on and sometimes man-made obstacles as well. **Road cycling** takes place, among other things, on open roads, and involves risks associated with the movement of vehicles that share the travel path with the riders as well. In addition, there is a risk of collision with passing or parked vehicles, as well as a risk of falling and/or crashing that can be caused by weather conditions, road conditions, differences in height, debris, pits, potholes, gravel, stones or other obstacles that are often found on the road and on its sides. Riding in a group or at the same time further increases the level of risk for the riders.

**In addition, there is a risk of crashing or falling with the bicycle** as a result of loss of control, a collision with another rider or with the audience. A fall can also occur as a result of another rider's mistake or of myself not paying enough attention. **As a result of those risks I could be seriously injured which could lead to severe disability and even death. As a result of those risks I may also incur financial damages;** It is clear to me that any expenses related to the injury and any medical or rehabilitation treatments shall be imposed on me. In addition, **in the event of a serious injury or disability that may cause loss of work capacity, loss of income or other financial damages - I shall incur the entire loss, at my expense and my responsibility.** I know that the undersigning of this disclaimer does not affect my right to sue the insurance company in which I am insured and to receive compensation for the damages - insofar I am harmed.

An ambulance and a medical staff member shall be present at the competition area. The organizer of the competition will act to provide primary medical care services. However, insofar the injury requires more significant treatment: emergency treatment, hospitalization, or any other significant medical relief - an additional evacuation vehicle will be ordered and all evacuation, treatment, hospitalization and rehabilitation expenses shall be incurred by me.

**3. Voluntary risk-taking:** I declare that the risks listed in Section 2 and other risks not listed **are an integral part of the activity, I am aware of them, and they cannot be prevented.** After personal consideration and understanding of the risks, I decided to participate in the activity, out of personal choice and free will. **I declare that I was not forced or coerced to participate in the activity.** I am aware of the risk of damage, injury or financial loss that may be caused to me or my property as a result of my participation in the activity, or during my journey to or from the activity, or following it. I am aware that the damage may also be caused as a result of human error by the organizers or someone on their behalf, or by other participants in the activity, including teams working in the area of the event and the audience. **I declare that I will have no assertions and no claims in this regard against the organizers or anyone on their behalf, and that any damage that may be caused to me, before, during, after or in connection with the activity - will be under my responsibility, at my expense. All this without derogating from my right to sue the insurance company in which I am insured and to receive compensation for the damages - insofar I am harmed.**

**4. Health declaration:** I declare that I have undergone medical tests and that I am healthy and physically and mentally fit for the activity. I declare that both my physical condition and my mental condition were examined and approved before the activity by a doctor or doctors qualified on my behalf. I also declare that I hold a valid medical certificate according to the "Sports Law" and that I meet the additional requirements of the Sports Law, including with regard to insurance. I declare that if it turns out that I am not physically or mentally fit - all responsibility for this and the damages that may be caused to me as a result - will be on me and at my expense. I declare that I will not have any assertions or claims in this regard against the organizers.

**5. Personal accidents insurance:** I am aware that the organizers do not take out insurance for the participants in the event and I understand that there is no insurance coverage for the event in regards to damages of any kind that are caused and/or may be caused directly or indirectly from participating in the event. I declare that I am aware that it is my responsibility to purchase valid personal accident insurance that covers my participation in the activity and that the scope of insurance coverage included is suitable for my needs. I declare that if I do not insure myself and/or if the insurance amount is not enough to compensate me for my damages - I shall not make any assertion or claim in this regard against the organizers.

**6. Disclaimer:** I hereby declare that I release the organizers and anyone on their behalf, including the sponsors of the event, and I also release the landowner, the municipal authority, the National Roads Company of Israel, KKL-JNF, the Nature and Parks Authority and/or any other authority - its managers, employees and contractors from any responsibility for physical, mental, property related or financial damages that may be caused to me - including injury, disability or death, loss or financial loss - that will incur during, before, after or in connection with the activity. I declare that I will not have any assertions, claims, grounds or demands, against the organizers, including damage caused by human error of the organizers or anyone on their behalf, or of other participants in the activity.

I understand that the release of the organizers from responsibility shall not apply in case of gross negligence, or malicious injury caused by the organizers.

**7. Consent to non-filing of claims:** I declare that it is clear to me that I and/or any person acting in my name or on my behalf - are prevented from filing any legal claim against the organizers in the event of injury, disability, death or any other damage - including loss or financial damage I may incur in connection with the activity, before, during, or following it.

**8. Indemnification:** I undertake to indemnify and compensate the organizers or the parties whom I released from liability as detailed in Section 6 above, in any case of a claim, assertion or demand raised against them by me, or by anyone on my behalf with respect to all matters detailed in this document.

**9. Commitment to fulfill instructions:** I undertake to fulfill all the instructions, regulations and requirements set by the organizers before, during or after the activity.

**10. Applicability of the regulations of the international and Israeli cycling associations:** I am aware that the procedures of the Union Cycliste Internationale (UCI) apply to any activity carried out within the framework of the Israel Cycling Association (RA), and in particular to a competitive event within the 43rd Dor Alon Sovev Kinneret event by bicycle named after Yossi Dor and the Israeli Bicycle Association (RA), and their regulations, including regarding my responsibility for checking the propriety of the equipment I use, whether it is owned by me or whether it was provided to me by someone else. I declare that I have read the regulations, I understand them and I accept the provisions subject thereto.

**11. Prohibition of the use of drugs and prohibited substances (Anti-doping):** I am aware of the laws, procedures and instructions of the Union Cycliste Internationale UCI, the World Anti-Doping Agency -WADA and the National Anti-Doping Organization -Israel NADO, which is the national affiliate of WADA in Israel, regarding the prohibition of the use of drugs and prohibited substances in sports. I know that these laws apply to me and that I am obliged to follow them. I hereby give my consent to be drug tested at any time as I shall be requested and understand that breaking the rules will result in the imposition of various penalties that may include, among others, suspension from participation in bicycle races.

**12. Consent to the use of photographs:** I am aware that part of the activity is photographed and filmed and agree that the organizers or anyone on their behalf may use the captures of the activity in which I and/or my family members and acquaintances appear, without obtaining prior or additional permission, at their sole discretion, including for the needs of public relations, advertising, sales promotion or marketing. In this context, I waive my rights and claims for violation of privacy, copyright or any commercial rights. I declare that I and/or anyone on my behalf and/or my family members and acquaintances shall not have any assertion, demand and/or claim, including for financial compensation, in connection with the stated, including against the Israeli Bicycle Association, its employees, partners and those acting on its behalf and undertake not to demand any compensation or indemnification for said use.

**13. Publishing about me in the context of the competitive ride I registered for:** I declare that I am aware that my full name, the results of my participation or non-participation and other information may be publicly published in the context of the activity and I give my explicit consent to this and understand that this consent is a fundamental condition for my participation in the activity.

**14. Termination of participation:** I hereby declare that I recognize the right of the organizers to prevent my participation in the activity and in particular to disqualify my participation during

competition, due to any reason, as they shall deem appropriate, and subject to their authority according to any law.

**15. Obligation to inform regarding any changes in my condition:** I undertake to notify and update the organizers ahead of time regarding any change in my health conditions from the day of signing this document and until the actual day of the activity.

**Although I am aware of all the above-mentioned risks, I request to participate in the activity out of my free will.**

**My signature on this document shall also bind my dependents and/or my heirs.**

**In the case of a participant under the age of 18, the signature of a parent, guardian or appointed adult authorized by them is required, as detailed:**

**I, the undersigned, declare and confirm that I am authorized to sign on behalf of the minor and make decisions regarding his/her participation in the activity and/or in general. I declare and confirm that I have carefully read the disclaimer, voluntary risk taking and indemnification, agreement to bear damages and release from liability and I accept its contents. I am aware of the risks involved in the activity and their possible results and I request for the minor to participate in the activity. I also declare that it is clear to me that by signing this disclaimer I understand that in the event of an injury I shall have to bear the financial damages that may be caused as a result. I know that this statement of mine does not affect my right to sue the insurance company by which the athlete is insured and receive compensation for the damages, insofar incurred by me. I understand that the undertakings I have undersigned within this document shall not apply in the event of gross negligence by the organizers, or malicious damage on their part.**