

WAIVER AND INDEMNITY

By taking part in any of the Apex Endurance and Apex Sports Services LLC sessions or events, you (the "Participant") are deemed to have accepted the terms and conditions set out below.

The Participant hereby acknowledges that the Participant is voluntarily participating in the group swimming, bicycle riding, running sessions or OCR (the "Training Sessions") with the Apex Endurance Team anywhere in the UAE. The Participant will be personally responsible for the Participant's own safety during any Training Sessions with Apex Endurance and Apex Sports Services LLC and assumes all risks and accepts full and complete responsibility for any and all damages and personal injury of any kind, including death resulting directly or indirectly therefrom.

The Participant is aware that swimming, riding a bicycle, running, and OCR training in the United Arab Emirates is hazardous, and involves a risk of serious bodily injury, death, or property damage, and the Participant is voluntarily participating in the Training Sessions with full knowledge of the risks. The Participant expressly assumes the risk of these dangers.

The Participant hereby releases, waives, discharges, and relinquishes any action or causes of action for personal injury, property damage, or wrongful death which may occur during any Training Sessions or any pursuit incidental thereto.

The Participant further agrees that under no circumstances will the Participant prosecute or present any claim against any member or person associated with Apex Endurance and Apex Sports Services LLC (the "Apex Endurance and Apex Sports Services LLC Persons") for any causes of action, personal injury, property damage, or death, whether the same shall arise by the negligence or non-intentional conduct of any of the Apex Endurance and Apex Sports Services LLC Persons during any Training Sessions or any pursuit incidental thereto.

The Participant hereby agrees to indemnify, saves and holds harmless each of the Apex Endurance and Apex Sports Services LLC Persons from any loss, liability, damage or cost which the Apex Endurance and Apex Sports Services LLC Persons may incur as a result of injury, death, or property damage to the Participant occurring during or incidental to any Training Sessions, or from any action from such personal injury, death, and/or property damage to the Participant.

This Waiver and Indemnity shall be governed by the laws in force in all Emirates. If any portion of this Waiver and Indemnity is invalid and/or is declared to be invalid by a court of law, the balance of the Waiver and Indemnity shall continue in full force and effect.

In the case of a minor member (the "Participant"), the Parent or Legal Guardian shall sign on their behalf and take full legal responsibility and the terms of this Membership Policies, and Terms and Condition shall apply to them in full.

Full Name (as shown in your passport)

Emirates ID No or Passport No.

Signed on: (select the date as today)

Hereby, I confirm that I read this waiver and I agree with its terms.

Signature