

2024 FMTri ATHLETE'S AGREEMENT

The Athlete (as defined below) acknowledges that FMTri is the sole Mauritian governing body for the sports of triathlon, paratriathlon, duathlon, Aquathlon and its related other multisport world-wide and that FMTri is recognised and affiliated to the WORLD TRIATHLON and the Athlete understands and accepts that taking part in any FMTri Event during the 2024 season is subject to the acceptance of the following terms and conditions:

1. World Triathlon Rules

The Athlete acknowledges that he or she has access to and is aware of the World Triathlon (INTERNATIONAL TRIATHLON FEDERATION).

Rules through his or her National Federation and the World Triathlon website: www.competitions.com. The Athlete agrees that upon signing this Agreement, he or she shall be deemed to be aware of and agree to be bound by the provisions of the WT Rules regulations and guidelines (including the WT Anti-Doping Rules, the WT Constitution, the WORLD Competition Rules and its appendixes notably the WT Uniform Rules, the WT Event Organisers Manual and all other rules applicable to WT ; including the IOC Code against Manipulation of Sport competitions), all issued or in force from time to time, provided that the WT Rules are posted on www.competitions.com at least 30 days prior to the event in which the Athlete is competing.

2. Anti-Doping Rules

The Athlete agrees to comply with the World Anti-Doping Code (WADC), all International Standards and the WT Anti-Doping Rules.

2.1. Elite Athlete Whereabouts: The Athlete agrees to file and keep up to date his or her accurate and complete whereabouts information in WADA's Anti-Doping Administration & Management System database (ADAMS), or other method approved by WT.

2.2. Therapeutic Use Exemption (TUE): If required, the Athlete is responsible for applying for a Therapeutic Use Exemption (TUE) with the WT or his or her NADO in a timely manner.

2.3. Anti-Doping Rule Violations: The Athlete acknowledges and gives his or her consent to WT and FMTri publicly reporting the disposition of any anti-doping rule violation arising under WT's jurisdiction pursuant to the WT Anti-Doping Rules and the WADC.

3. Obligations of FMTri

The Athlete acknowledges that FMTri is obliged to prepare the competitions in accordance with WT Rules and that FMTri is doing its best efforts to provide a safe field of play to all athletes competing, being aware that as FMTri Events are taking place in changing environments that present different challenges in any location.

2024 FMTri ATHLETE'S AGREEMENT

4. FMTri Property

The Athlete acknowledges that FMTri Events are the exclusive property of FMTri, which owns all rights associated therewith including, without limitation, the rights to organise, exploit, broadcast and reproduce FMTri Events and the athlete's public data provided to the event. The Athlete acknowledges that these rights include any type of digital media, whether that be photographic or video in nature, captured from within the boundaries of the field of play, regardless of ownership of the capturing device. All Athletes entering into any FMTri Event consent to and authorise FMTri to use their data. All data produced from the FMTri Event or link to such event, including the results, are the exclusive property of and FMTri may be used commercially by FMTri.

5. Eligibility to Compete

The Athlete declares that he or she has not been guilty of any act or omission whereby he or she has become liable to be declared ineligible for selection or participation in any FMTri Event in accordance with the WT Rules or otherwise.

6. Liability

The Athlete agrees to release FMTri, the host National Federation, the Local Organising Committee and their respective members, directors, officers, employees, volunteers, partners, sponsors, contractors and agents as well as any other entities and persons involved with or participating in the FMTri Event from any liability, excluding in the case of gross negligence and willful misconduct, for any loss, injury, damage and costs incurred or suffered in relation to the participation of the Athlete in the ITU Event or related official training. It is mandatory for an athlete to undergo a health check with a sports Physician and a cardiologist, given the physical demands of participating in triathlon, duathlon and Aquathlon competitions.

7. Injury / Loss of Property

7.1. The Athlete agrees and acknowledges that participation in, or observation of sport, could constitute a risk of serious injury to him or herself, including permanent paralysis or death.

7.2. The Athlete voluntarily and knowingly recognises, accepts and assumes this risk and warrants to FMTri and FMTri's partners that the Athlete is physically fit and able to compete in FMTri Events (including training) without risking serious injury, including permanent paralysis or death.

7.3. The Athlete releases FMTri, FMTri's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from, save in the case of death or personal injury caused by the negligence of any of the aforementioned parties.

2024 FMTri ATHLETE'S AGREEMENT

7.4. The Athlete further agrees that he/she shall be responsible for any property that he/she brings to FMTri Events and that FMTri, the host National Federation, the Local Organising Committee, FMTri's partners, their Sponsors, Event Sponsors, Event Organisers and their respective members, directors, officers, employees, volunteers, partners, sponsors, contractors and agents shall have no responsibility for any loss or damage to such property.

7.5. With the help of the Local Organising Committee FMTri will make its best efforts, to protect the Athlete's property in the athletes lounge and transition area.

8. Dispute

The Athlete agrees to that any dispute arising from WT Rules, which cannot be settled by its existing appeal procedure, as set out in the ITU Competition Rules, shall be settled finally by the Court of Arbitration for Sport (CAS), to the exclusion of recourse to ordinary courts. The applicable law in relation to the interpretation of this Agreement and any such disputes shall be the law of Canton de Vaud, Switzerland.

I, hereby acknowledge that I have read and understand the terms and conditions set out in this Agreement.

I hereby accept and agree to be bound by the terms and conditions as set out in this Agreement **and I confirm my acceptance of the Personal Data Policy.**

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(Signature of Athlete/Legal Representative)

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(Date)