

GENERAL TERMS AND CONDITIONS

FITRACE 2026

Article 1 – Definitions

1. In these General Terms and Conditions, the following terms shall have the meanings set out below:
 - a) **Event:** a hybrid fitness race forming part of the Event Fitrace organised by the Organiser in any given year.
 - b) **Participant:** the natural person, not acting in a professional or commercial capacity, who has registered for participation in the Event in a manner approved by the Organiser.
 - c) **Agreement:** the agreement between the Participant and the Organiser relating to the Participant's participation in the Event.
 - d) **NLFB Agreement:** the agreement between the Participant and the Dutch Fitness Federation (Nederlandse Fitness Bond – *NLFitnessbond*) relating to membership of NLFitnessbond.
 - e) **Organiser:** Golazo Athletics B.V., in cooperation with NLFitnessbond.
2. These General Terms and Conditions apply to the Agreement and NLFB Agreement.

Article 2 – Participation

NLFitnessbond Membership

1. Participation in the Event is only possible provided that the Participant holds a valid membership of NLFitnessbond. For this purpose, the Participant, insofar as not already a member, will be automatically registered for a (paid) membership for an indefinite period, which will be administered by NLFitnessbond after registration, in accordance with the general participation and membership terms and conditions of NLFitnessbond. This is expressly communicated to the Participant during the registration process of the Event.
2. The first year of the membership is included with participation in the Event. From the second year onwards, the applicable annual membership fee is due, as determined by the NLFitnessbond. The membership starts on the date of registration and is automatically renewed annually, unless it is terminated in writing no later than one month before the end of the year. If the membership is not terminated in time, the membership fee for the subsequent year will be payable.
3. The Participant may only take part in the Event if he/she declares to agree to the general participation and membership terms and conditions of NLFitnessbond during the registration process of the Event. The Participant also declares to agree to the Articles of Association and applicable Regulations of NLFitnessbond, which can be consulted on the website (www.fitnessbond.nl).

Event participation

4. Participation in the Event is only possible for a natural person and registration is mandatory for all persons. The minimum age for participation in the Event is 16 years. The Participant declares to be at least 16 years of age at the time of registration.

5. The Participant may only participate in the Event if it has fully and truthfully completed the relevant registration form, has paid the registration fee in full, and has agreed to these general terms and conditions. The Organiser reserves the right at all times to remove registrations containing false personal data.
6. Participation in the Event is strictly personal. Participants wishing to change level (rookie or advanced) or name may do so until 8 June 2026 at 23:59 via info@fitrace.nl. After this date, it will no longer be possible to change level or name. If a surcharge applies to the newly chosen level, this will be charged. A change does not give rise to any refund.
7. An admission ticket for the Event cannot be returned. Article 6:230p sub e of the Dutch Civil Code applies to admission tickets. If a Participant is unable to take part in the Event, the registration fee paid will therefore not be refunded.
8. By registering, the Participant undertakes to pay the registration fee, including any ordered extras, regardless of actual participation.
9. If the Event cannot take place due to exceptional circumstances, the Organiser shall, insofar as this is not covered by insurance, endeavour within a reasonable period to compensate the Participant for the registration fee received. The Organiser shall inform the Participant as soon as reasonably possible. Exceptions to this include, but are not limited to, extras related to the Event; these will not be compensated. Other expenses and costs shall in no event be reimbursed to the Participant.
10. On the day of the Event, the Organiser may, due to exceptional circumstances, decide to cancel or suspend the Event prematurely. The Organiser may also decide, due to exceptional circumstances, to modify the route or the distance to be covered. In such cases, no compensation of the registration fee or any extras shall take place.
11. A decision by the Organiser not to organise the Event does not give rise to any liability for compensation of costs incurred by the Participant, other than the registration fee which may qualify for compensation pursuant to Article 2 paragraph 9.

Article 3 – Liability

1. Participation takes place at the Participant's own risk. The Organiser shall not be liable for any damage suffered by the Participant as a result of participation, unless such damage is the direct result of wilful misconduct, gross negligence or fraud attributable to the Organiser. This exclusion of liability also applies injury or death, insofar admissible under applicable law.
2. There is an inherent risk of exposure to infectious diseases in any public place where people are present. Attendance at the Event is entirely voluntary and at the Participant's own risk, and implies acceptance of the risks relating to exposure to infectious diseases, defined as any disease caused by an infectious and/or toxic substance that occurs through direct or indirect transmission of such substance by an infected person, animal or object. The Organiser shall not be liable in the event of infection arising from participation in or attendance at the Event.
3. If, notwithstanding the provisions of paragraph 1 and 2 of this Article, the Organiser is held liable for damage suffered by the Participant, the Organiser's obligation to compensate such damage shall be limited to a maximum of the amount paid out by the Organiser's

insurer in respect of such damage, or, failing that, to a maximum of the amount paid for the services provided, being the registration fee, excluding indirect damage (including consequential loss, loss of profit or loss of opportunity, etc.). This limitation of liability does not apply in the event of damage caused by wilful misconduct, gross negligence and/or fraud on the part of the Organiser, or to any other liability that cannot be excluded or limited under applicable law.

4. The Participant must be adequately insured against the risk of damage that they or their next of kin may suffer as a result of death, injury or illness caused by participation in the Event.
5. The Participant declares to be aware that participation requires good mental and physical health, and declares to meet this requirement and to have adequately prepared for the Event through training and otherwise. The Organiser expressly advises the Participant to undergo a sports medical examination.
6. The Participant indemnifies the Organiser against damage suffered by third parties as a result of acts or omissions attributable to the Participant in connection with the Event. The Participant must be adequately insured against the risk of liability for such damage.
7. Sponsors of the Event and the municipality or municipalities in which the Event takes place are excluded from liability in the same manner as the Organiser.

Article 4 – Portrait Rights

By participating in the Event, the Participant accepts that photographs and other audiovisual material of the Event may be taken in which the Participant is visible, for the purposes of publication, promotion and reporting, and that participation is recorded for the purpose of compiling rankings and publishing results. For further details, reference is made to the Organiser's privacy policy.

Article 5 – Personal Data

Personal data of Participants are processed in connection with participation in the Event. Such processing is carried out in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation). The Organiser shall use such data for the organisation of the Event as well as for other purposes, all in accordance with the Organiser's privacy policy as available on the Event website.

The personal data are shared with NLFitnessbond, inter alia for the purpose of monitoring and administering the mandatory membership of NLFitnessbond as referred to in Article 2.1, and are processed by NLFitnessbond in accordance with the privacy policy of NLFitnessbond as available on the NLFitnessbond website.

Article 6 – Dispute Resolution

These general terms and conditions are governed by Dutch law. In the event of disputes between the Organiser and the Participant, the courts of the judicial district of the Organiser shall have exclusive jurisdiction.

Article 7 – Severability

If one or more provisions of these terms and conditions are void or unlawful for any reason whatsoever, this shall not affect the validity of the remaining provisions.