LIABILITY WAIVER, ACKNOWLEDGMENT OF RISKS AND AUTHORIZATION TO PARTICIPATE

KEDARO NEXUS — JIU-JITSU COMPETITIONS

1. IDENTIFICATION OF THE ATHLETE AND THE EVENT

Athlete: _____

Competition: Desafio Nexus de Verão 2023

Event date: November 25, 2023

Organizer: KEDARO Nexus

This Liability Waiver sets out the conditions for the participation of the athlete identified above in the competition indicated, as well as the declarations, responsibilities and authorizations required for their registration.

2. DECLARATION OF PHYSICAL FITNESS AND HEALTH CONDITIONS

I declare, as the athlete or legal guardian, that:

I. The athlete is, to the best of my knowledge, in physical and health condition compatible with competitive Jiu-Jitsu.

II. I am not aware of any medical conditions, injuries or restrictions that would prevent their safe participation in the competition, except for those duly reported to the organizer.

III. I undertake to inform the organizer of any relevant change in the athlete's health that may compromise their safety during the event.

IV. I am aware that taking part in Jiu-Jitsu competitions requires adequate physical preparation and that, when necessary, an assessment by a qualified health professional must be carried out.

This declaration does not replace a medical assessment or any medical certificate required by the competition rules.

3. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS

I declare that I am aware that Jiu-Jitsu is a physical contact sport that involves risks inherent to its practice, including, but not limited to:

- Bruises, abrasions, cuts and hematomas;
- Sprains, dislocations and fractures;
- Muscle, joint and ligament injuries;
- Injuries to the spine, head and neck;

- Temporary loss of consciousness;
- Other injuries of varying severity, including serious ones.

I acknowledge that, even with safety measures, refereeing and emergency care in place, it is not possible to completely eliminate the risks associated with the sport.

Awareness of the risks inherent to the sport does not mean waiving legally guaranteed rights, nor does it exclude any liability of the organizer or third parties for acts or omissions attributable to them.

4. KNOWLEDGE OF AND COMPLIANCE WITH THE RULES

I declare that I know, or have had access to consult, the competition regulations and the sports rules applicable to the event.

I undertake to:

I. Respect the referees' decisions and the official appeal procedures set out in the regulations.
II. Comply with the rules on conduct, weigh-in, identification, uniforms and participation.
III. Treat opponents, referees, instructors, organizers and spectators with respect.
IV. Not engage in violence, discrimination, intimidation or unsportsmanlike behavior.
V. Follow the safety instructions given by the organizing team.

I am aware that breaching the rules may result in the penalties set out in the regulations, including disqualification.

5. RESPONSIBILITY FOR REGISTRATION INFORMATION

I declare that all information provided during registration is true, complete and up to date, especially:

- Full name and date of birth;
- Age and weight division;
- Belt and rank;
- Team or academy;
- Other information required by the regulations.

I undertake to report any inconsistencies before the deadlines set by the organizer.

I am aware that incorrect information may lead to registration corrections, division changes or other consequences set out in the regulations, with due regard for the participant's rights.

6. MEDICAL CARE AND EMERGENCIES

I authorize the competition organizer to call first aid, pre-hospital care and emergency services whenever necessary to protect the athlete's health and physical integrity.

I am aware that:

I. The organizing team may request specialized care in the event of an accident or emergency.

II. Continued participation may be prevented when there is a medical recommendation or a risk situation identified by the responsible team.

III. Care will be provided by qualified professionals, in accordance with applicable standards and patients' rights.

IV. When necessary, legal guardians will be contacted through the contact details provided at registration.

This authorization does not replace the specific consent required for medical procedures when legally necessary.

7. RESPONSIBILITY OF THE INSTRUCTOR OR TEAM REPRESENTATIVE

When the registration is made by an instructor or team representative, they declare:

I. That the registered information matches the data provided by the athlete or their legal guardian.

II. That they undertake to guide their athletes on the competition rules and procedures.

III. That they are authorized to register on the athlete's behalf, when applicable.

IV. That they are aware that registering an athlete does not automatically give them the power to accept, on the athlete's behalf, personal health declarations, acknowledgments of risk or authorizations that depend on the athlete's own consent or that of their legal guardian.

Important: registration by the instructor does not replace the individual acceptance of the adult athlete or of the minor's legal guardian.

8. PARTICIPATION OF MINOR ATHLETES

When the athlete is under 18, acceptance must be given by their father, mother or duly authorized legal guardian.

The guardian declares:

I. That they have standing to authorize the minor's participation in the competition.

II. That they are aware of the risks associated with the sport.

III. That they authorize the athlete's participation in the event identified in this document.

IV. That they undertake to comply with the supervision and identification requirements set by the organizer.

V. That they will provide up-to-date contact information for emergencies.

The minor's participation is subject to compliance with the applicable legal and regulatory requirements.

9. PROCESSING OF PERSONAL DATA

I declare that I am aware that the personal data needed for registration and participation in the competition may be processed by the organizer and by the KEDARO Nexus platform for purposes related to holding the event, including:

I. Identification and accreditation of participants.

II. Organization of divisions, brackets and matches.

III. Publication of sports results and rankings.

IV. Communication of operational information about the competition.

V. Compliance with legal and regulatory obligations.

VI. Handling of emergencies, when necessary.

Data processing must comply with the Brazilian General Personal Data Protection Law (Law No. 13,709/2018), including the specific rules applicable to the data of children and adolescents and to sensitive personal data.

Information on purposes, legal bases, sharing, retention and data subjects' rights must be available in the platform's Privacy Policy.

10. FINAL DECLARATION AND ELECTRONIC ACCEPTANCE

By checking the declarations of this term, I declare that:

I. I have had access to the full content of this document.

II. I have read and understood the conditions of participation.

III. I am aware of the risks inherent to competitive Jiu-Jitsu.

IV. I undertake to comply with the regulations and the organizer's instructions.

V. I confirm the truthfulness of the declarations made, within the limits of my knowledge and of my position as athlete or legal guardian.

VI. I express my agreement with the terms applicable to participation in the event.

The acceptance will be recorded electronically by the KEDARO Nexus platform, with information to identify the person who gave it, the date, time, document version and link to the corresponding registration.

The electronic record may be used as evidence of the expression of consent, subject to the applicable legal requirements.

☐ I declare that I have read and understood the liability waiver, the risks of the sport and the competition rules.

☐ I confirm that the registration information is true and that I am authorized to give this acceptance.

☐ I declare that I am the adult athlete or the authorized legal guardian of the minor athlete.