

# **ATHLETE WAIVER**

Please, carefully read the following Waiver and Release (the “Waiver”) before signing it. Do not accept this Waiver unless you have read it thoroughly. By accepting it, you declare to have read and understood the terms of the Waiver and agree to comply. All participants, directly or through their legal guardians (according to the case), must sign this Waiver.

In consideration of my participation in the virtual and physical race and the activities related to the Bimbo Global Race, which will take place virtually and physically on September 29th, 2024 (the “Event”) organized by Corporativo Bimbo, S.A. de C.V. (the "Organizer"), I acknowledge and accept the following:

I acknowledge that participating in an event organized as a virtual and physical activity - where I run on my own, on the date and hour of my choice, in a location and path of my choice, with no support or security measures whatsoever implemented by the Organizer - is a potentially dangerous activity that could cause personal injuries, property loss, or harm, or even death. I also acknowledge that I am participating on my own and at my own risk. I will not participate in the Event unless I am medically able to do so and properly prepared, and by signing this Waiver, I certify that I am medically prepared for it and that I am in good health. Additionally, I agree to comply with all the Centers for Disease Control and Prevention (CDC) recommendations for the prevention and propagation of COVID-19 disease and other contagious diseases and declare that I have read the CDC guide at: <https://espanol.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>.

I agree to follow all security rules for pedestrians, including running on the curb (where available) and not on the streets or avenues. If there are no curbs or pedestrian/cycling pathways available, I agree to follow street/avenue rules and will run against the oncoming traffic and not in the same direction as it. I assume all risks associated with running on my own as a part of the Event, including, among others: falls, contact with other pedestrians, climate effects, including heat and/or humidity, traffic, and the road or path conditions, all of which risks are known or unknown and acknowledged by me when I run on my own without the support of local authorities or the Event organizers. I acknowledge that if I fail to comply with any of the above safety rules, I may be subject to penalties on behalf of the authorities. The Event Organizer shall not be held responsible for any accidents that may result in injury to my body or even loss of life.

After reading this Waiver and being aware of the facts and in consideration of the acceptance of my participation in the Event, I, on my own behalf and for any other person with the right to act on my behalf, hereby **RELEASE AND HOLD HARMLESS** the Organizer, all Event sponsors, their representatives, and successors (collectively, the “Released Parties”), from **ANY AND ALL** claims, damages, costs, actions, or liabilities of any kind arising out of my

participation in the Event, and waive my right to pursue legal action against any of the Released Parties because I have voluntarily elected to run at my own expense as a party to the Event.

I give permission to the Organizer, as well as any other third party the Organizer may designate, to use any photographs I may share online as part of the Event, personal data provided during registration and post-Event reporting, video or audio recordings, or any other records of the Event for any legitimate purpose. I understand that the Event is free of charge and, therefore, does not provide for refunds of any kind in the event of cancellation.

BY SIGNING THIS RELEASE, I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS RELEASE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO TAKE LEGAL ACTION. I AGREE THAT I AM SIGNING THE RELEASE FREELY AND VOLUNTARILY AND MY ACCEPTANCE OF THE RELEASE IS A FULL AND UNCONDITIONAL RELEASE OF ANY LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW. IF I AM SIGNING THIS RELEASE ON BEHALF OF A MINOR PARTICIPANT, I REPRESENT AND WARRANT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT AND HAVE THE LEGAL AUTHORITY TO SIGN THIS RELEASE ON HIS/HER BEHALF.