

NIKE TRAINING CLUB & NIKE RUN CLUB PARTICIPANT RELEASE

This agreement (the “**Release**”) confirms the terms which apply to participation in the Event by you (if over 18), or your child (if under 18) (the “**Participant**”).

- 1 “**Event**” means any NIKE Training Club (“**NTC**”) or NIKE Run Club (“**NRC**”) workout at any location and including: (i) any transportation to, from and between the workout locations; (ii) any product testing at the workout; and (iii) all other activities related to the workout and participation in the workout.
- 2 Nike European Operations Netherlands B.V. (“**NIKE**”) or another member of the “**NIKE Group**” (meaning Nike Inc., NIKE, its subsidiaries, any company or entity to which NIKE or any of its subsidiaries licenses rights or provides services to, and/or any company which is, in relation to any such company, its parent undertaking or subsidiary) is sponsoring, producing, directing, organising, running or paying for the Event, in which I wish to take part. In consideration of the opportunity to take part in the Event, I (or my parent or guardian on my behalf if under 18) agree to the terms and conditions set out in this Release. Participants in the Event are required to assume all risks of taking part by agreeing to this Release.
- 3 NIKE has made no representation to me as to the suitability, condition or safety of the Event venue and I acknowledge that taking part in the Event may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. I confirm that I am in good health and have no medical or health condition that could endanger or limit my ability to take part in the Event. I understand and have considered the risks involved in taking part in the Event and I voluntarily and freely choose to take those risks. I agree to follow all reasonable instructions of the organisers during the Event.
- 4 I understand that NIKE does not provide any insurance for any illness, accident, injury, loss or damage that may arise in connection with me taking part in the Event. If I become ill during or after an Event and receive medical attention or treatment from the Event medical personnel provider, or any doctor or hospital, I authorise those persons to provide my details (including details of medical treatment administered) to NIKE and or others authorised by NIKE to collect the information, to enable NIKE to prepare a report of the incident and retain it for internal purposes only. Participant details will be treated as confidential and will be handled in accordance with applicable data protection law.
- 5 To the maximum extent permitted by applicable law, I irrevocably and unconditionally agree to hold harmless and indemnify NIKE from and against any losses, claims, costs, damages or expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising from my attendance at and/or participation in the Event. NIKE’s liability relating to my taking part in the Event shall be excluded to the maximum extent permitted by applicable law, except in the case of negligence or wilful misconduct.
- 6 I agree that NIKE may photograph and/or film me during my attendance at and/or participation in the Event and related activities (“**Recording**”) and may use my image, including for promotional, commercial and internal NIKE purposes. I grant the NIKE Group the right to use for the maximum time allowed by applicable law, throughout the world and without any compensation, any Recording of me in any media, for the purpose of advertising, promotion, or any other commercial purpose in connection with the promotion of the Event or future events, in NIKE campaigns and/or for other NIKE promotional activities. I also grant NIKE permission to display my name, image, Event standings and results during the Event and for the same purposes as any Recording.
- 7 I grant to NIKE a perpetual licence to use all comments, materials, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.
- 8 I understand and acknowledge that NIKE can at any time refuse to allow me to take part in the Event if I do not comply with this Release or with the instructions of NIKE representatives at the Event. I understand and acknowledge that my participation in the Event cannot be transferred to anyone else and cannot be exchanged for cash.
- 9 This Release constitutes the entire agreement between us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter. This Release cannot be altered or modified. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) except as set out in this Release.
- 10 If any wording in this Release is held, in part or in full, to be invalid or unenforceable for any reason, the validity of the remaining provisions of this Release shall not be affected, and they shall continue to be valid and enforceable. The invalid or unenforceable provision shall be replaced with a valid provision which is as similar as possible in substance to the invalid or unenforceable provision.
- 11 This Release and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of the jurisdiction of the Participant’s residence.

DATA PROTECTION NOTICE

For the purposes of this Release, the data controller is the NIKE entity referenced above. In completing the Nike Training Club & Nike Run Club Participant Release Form and participating in the Event, you will provide NIKE with certain personal data, such as your image, contact details and personal details associated with the Event. You understand and acknowledge that by completing the Nike Training Club & Nike Run Club Participant Release Form and ticking the box to state that you agree with this Data Protection Notice, you give consent for NIKE to process your personal data. NIKE processes the personal data to administer the Event and use the captured footage across its platforms as advertising, as well as to handle follow-up matters after the Event.

NIKE may share your personal data with third parties to process the data on NIKE’s behalf. When using third parties to process data, NIKE will require the third parties to implement appropriate measures to protect your personal data. NIKE may transfer or store the personal data collected and processed as part of the NCX outside of the EEA or Switzerland. When doing so, NIKE will ensure that your personal data transferred to these countries receives adequate protection in accordance with data protection rules.

NIKE will process your personal data at all times in accordance with applicable data protection legislation. For more detailed information on how NIKE will process your personal data, and your rights, please visit the NIKE Privacy Policy, which is available at https://agreement.service.svs.nike.com/gb/en_gb/rest/agreement?agreementType=privacyPolicy&uxId=com.nike.unite&country=GB&language=en&requestType=redirect. To exercise your rights of access, deletion, or correction please use the webform <https://en-gb-help.nike.com/app/privacy>. If you have specific questions related to the processing of personal data, please email the Privacy Office at privacy@nike.com.

NAME OF WORKOUT:	DATE OF WORKOUT:
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If you are 18 years of age or older please sign below:

I HAVE READ THE ABOVE CAREFULLY, FULLY UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE TO ITS TERMS

- I ACCEPT THE TERMS AND CONDITIONS OF PARTICIPATION IN THE EVENT**
- I CONSENT TO NIKE'S PROCESSING AND USE OF MY PERSONAL INFORMATION IN LINE WITH THE DATA PROTECTION NOTICE**
- I CONSENT TO THE USE OF MY IMAGE AS SPECIFIED ABOVE**

FULL NAME:	SIGNED: DATE:
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PARENT/GUARDIAN AGREEMENT

THIS COMPLETED AND SIGNED PARENT/GUARDIAN AGREEMENT MUST BE RETURNED TO NIKE PERSONNEL AT CHECK-IN AT THE EVENT

We are the parents who have parental authority, or the legal guardians of the Participant and agree that they may take part in the NIKE Event. On behalf of the Participant, ourselves, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, we hereby unconditionally:

- i. agree to all of the Rules;
- ii. agree to cause the Participant to comply with the Rules;
- iii. agree to accompany the Participant throughout the Event;
- iv. authorise and permit NIKE, its agents, and personnel involved in the NIKE Event to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by doctors, paramedics, and other medical personnel in the event of any illness, accident or injury to the Participant.

WE ARE THE PARENTS WHO HAVE PARENTAL AUTHORITY OR ARE THE LEGAL GUARDIANS OF THE BELOW NAMED PARTICIPANT WHO IS UNDER THE AGE OF 18 AND WE HAVE READ THE RULES AND THE ABOVE CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND ON BEHALF OF THE PARTICIPANT

- WE ACCEPT THE TERMS AND CONDITIONS OF PARTICIPATION IN THE EVENT**
- WE CONSENT TO NIKE'S PROCESSING AND USE OF THEIR PERSONAL INFORMATION IN LINE WITH THE DATA PROTECTION NOTICE**
- WE CONSENT TO THE USE OF THEIR IMAGE AS SPECIFIED ABOVE**

FULL NAME OF FIRST PARENT OR GUARDIAN (if under 18):	SIGNED (first parent or guardian signature if under 18): DATE:
FULL NAME OF SECOND PARENT OR GUARDIAN (if under 18):	SIGNED (second parent or guardian signature if under 18): DATE: