

**NRAC 898 SUMMER SLAM FESTIVAL**  
Participant Terms & Conditions and Release Waiver

## **I. INTRODUCTION**

Please read this Participant Terms & Conditions and Release Waiver (the "Agreement") carefully before completing your registration or purchasing a ticket. By registering for, purchasing, accepting, or using a ticket, or by attending the Event, you agree to be bound by this Agreement in its entirety.

All participants must be at least 18 years of age at the time of the Event. The Organiser reserves the right to verify the age of any participant and to refuse entry to any person who does not meet this requirement.

In consideration of being permitted to participate in the Event, I acknowledge and agree as follows.

### **Applicability of Sections**

This Agreement applies to all ticket holders. For clarity:

- **All Ticket Holders (Race Participant and General Admission):** Sections I, II, III-A (General Admission Terms), IV, V, VI, VII, VIII, IX, X, XI, XII, and XIII apply.
- **Race Participant Ticket Holders Only:** Section III-B (Race Participant Terms) applies in addition to all of the above.

## **II. GENERAL TERMS AND CONDITIONS**

### **1. Organiser and Event**

1.1. The Event is organised by No Rep Clothing Company Limited (trading as "No Rep Athletes Club" or "NRAC") (the "Organiser").

1.2. The Event will take place at AquaBeats 01, Kwun Tong Promenade, Kowloon, Hong Kong on 29 August 2026, or on such other date, time, or location as may be notified by the Organiser.

1.3. The Organiser may amend the Event format, programme, schedule, venue layout, race format, entry procedures, facilities, entertainment, food and beverage offerings, safety arrangements, and related logistics if reasonably required for operational, safety, legal, licensing, weather, or other reasons.

### **2. Ticket Types**

2.1. The Event offers the following ticket types:

- **Race Participant Ticket:** for persons taking part in the race and also enjoying the Event, subject to race rules, health requirements, and participation criteria; and
- **General Admission Ticket:** for persons attending the Event without taking part in the race.

2.2. Each ticket grants only the access, participation rights, and benefits expressly stated for that ticket type. A General Admission Ticket does not entitle the holder to participate in the race.

2.3. Tickets are personal, revocable licences and may not be copied, transferred, resold, exchanged, or used for promotional or commercial purposes without the Organiser's prior written consent. The Organiser reserves the right to cancel any ticket that is transferred, resold, or otherwise dealt with in breach of this Agreement.

### **3. Registration and Entry**

3.1. To register to participate as a team in the Event, the team captain must complete the registration process via the Organiser's website. Each team comprises 4 athletes. The team captain must provide the following information for each team member: (a) full legal name; (b) valid email address; (c) date of birth; etc.

3.2. All registration details and purchase information must be complete, accurate, and truthful. Anyone who uses false or misleading information or documents to gain entry will have their registration cancelled and may be banned from future Events.

3.3. In order to participate as a race participant in the Event, each athlete must: (a) be at least 18 years of age at the time of the Event; (b) be in generally good physical condition and health; and (c) be duly registered as part of a team and in possession of a valid ticket.

3.4. You are solely responsible for assessing the health requirements for your participation. You acknowledge that your physical condition may change between registration and the Event date, and you bear this risk alone.

3.5. The team captain must also provide one emergency contact (name and phone number) for each team member at the time of registration.

### **4. Team Captain Authority and Deemed Acceptance**

4.1. The team captain who completes the registration and accepts this Agreement confirms and warrants that he/she has obtained the authority and consent of each team member to: (a) submit their personal information; (b) accept this Agreement on their behalf; and (c) complete payment for the team's participation.

4.2. Each team member is deemed to have read, understood, and accepted this Agreement in full by participating in the Event on race day. By presenting themselves at the Event check-in, each athlete confirms their individual acceptance of all terms, conditions, waivers, and releases contained herein.

4.3. The team captain shall be responsible for ensuring that all team members are made aware of this Agreement prior to race day.

### **5. Name Changes**

5.1. Each team is permitted one (1) name change request only. A single name change request may include changes to more than one team member's name. Additional name change shall incur a HKD250 administrative fee.

5.2. All name change requests must be submitted to the Organiser at least 48 hours before race day. Name change requests submitted after this deadline will not be accepted.

5.3. The replacement athlete(s) must meet all eligibility requirements set out in this Agreement.

## **6. Payment, Refunds, and Changes**

6.1. All ticket prices, registration fees, and payment terms are as stated at the time of purchase.

6.2. Unless otherwise stated by the Organiser in writing, all completed registrations and ticket purchases are final. Tickets are **non-refundable, non-returnable, and non-exchangeable**.

6.3. If the Event is cancelled and not rescheduled, the Organiser may, at its discretion, offer a refund of the ticket price paid, a credit for a future event, or such other remedy as the Organiser considers appropriate, subject to deduction of any non-refundable third-party charges.

6.4. If the Event is postponed or rescheduled, the Organiser may determine whether tickets remain valid for the new date or whether an alternative remedy will be offered.

## **7. Admission and Event Rules**

7.1. Admission is subject to capacity limits, security screening, ticket validation, age restrictions, venue rules, and safety requirements.

7.2. The Organiser, venue owner, or security personnel may refuse admission to, or remove from the Event, any person who: (a) does not hold a valid ticket; (b) breaches this Agreement or any Event rules; (c) is intoxicated, disorderly, aggressive, or unsafe; (d) possesses prohibited items; or (e) acts in a way that may endanger safety, damage property, or unreasonably interfere with the Event or other attendees.

# **III-A. GENERAL ADMISSION TERMS**

## **8. General Admission Activities**

8.1. General Admission Ticket holders are entitled to: (a) spectate the race competition; (b) participate in fitness classes, workshops, and demonstrations offered at the Event; (c) visit sponsor booths, wellness recovery stations, and other Event activations; and (d) enjoy food, beverage, and entertainment offerings available at the Event.

8.2. General Admission Ticket holders are NOT entitled to participate in the competitive race. Any person who attempts to enter the race course or competition area without a valid Race Participant Ticket will be removed.

8.3. Participation in any fitness class, workshop, or physical activity at the Event is voluntary and at the attendee's own risk. Attendees must: (a) follow all instructions given by class instructors, Event staff, and safety marshals; (b) assess their own physical fitness and capability before joining any class or activity; (c) immediately cease participation and notify

Event staff if they feel unwell, dizzy, or experience pain; and (d) not use any equipment without prior instruction or authorisation.

8.4. The Organiser does not guarantee the availability of any specific class, workshop, booth, or activity. The programme, schedule, and offerings may be changed at the Organiser's discretion without prior notice.

8.5. All attendees must remain in designated spectator and public areas during the race. Entry into the race course, competition zones, equipment storage areas, or restricted areas is strictly prohibited unless authorised by Event staff.

## III-B. RACE PARTICIPANT TERMS

### 9. Race Format and Rules

9.1. The Event is a high-intensity, team-based hybrid cardio/fitness competition. Teams of 4 members will complete 8 major training stations/workouts (which may include walking lunges, burpees, medicine ball slams/wall balls, rowing machine intervals, and other functional fitness movements). The Organiser reserves the right to modify the specific exercises, distances, weights, and repetitions at its discretion.

9.2. All teams have a **60-minute hard time cap** for the full 898 Challenge. Teams finishing under the time cap are ranked by total time. Teams exceeding the time cap are ranked by total reps completed. Ties are broken by the time on the final mystery station.

9.3. Each team must include at least one (1) female participant who actively completes a minimum of 25% of the total reps/work across all stations (judged collectively). Failure to meet this requirement results in the team being reclassified as "exhibition/non-competitive" for scoring purposes.

### 10. Team Check-In

10.1. All 4 team members must arrive at the designated registration/check-in area **at least 30 minutes prior** to their assigned heat start time.

10.2. Immediately after registration, the full team must proceed to the warm-up station and remain ready for the pre-race briefing. If any team member is missing or the team is not fully present and ready at the warm-up station by the **15-minute cutoff**, the entire team will be disqualified (DNS – Did Not Start) and removed from competitive scoring/rankings.

### 11. Movement Standards, Judging, and Penalties

11.1. All reps must meet full movement standards as judged by the lane judge. Partial reps (e.g., chest not touching the ground on burpees, medicine ball not touching the wall/target line, or knee not touching the floor in lunges) will result in an immediate "no-rep" call. The athlete must complete the rep correctly before continuing.

11.2. Excessive no-reps (more than 5 per station per athlete) may result in time added.

11.3. All equipment must remain in the designated workout area. Dropping dumbbells/medicine balls from overhead or slamming them excessively (beyond normal

workout intent) is prohibited for safety reasons and will result in a warning, then a 10-second time penalty, then possible disqualification on repeat offences.

11.4. Judges' calls are final. Teams may politely request clarification on a no-rep immediately after it is called, but no arguing during the workout. Post-workout protests must be submitted in writing to the head judge within 30 minutes of finishing, with video evidence if available.

## **IV. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

### **12. Activities and Risks**

12.1. I acknowledge that this Event and other activities that I may participate in and/or assist with can include but are not limited to: warm-up exercises; competitive running (both in practice and in the Event); functional fitness exercises; attendance at any activity; use of and/or assistance with any equipment, facilities, or premises (collectively referred to as "Activities").

12.2. I acknowledge that the inherent risks, hazards, and dangers (collectively, the "Risks") of these Activities can cause injury, damage, death, or other loss to me or others. These Risks include, but are not limited to:

(a) **Running Risks:** The risk of losing control and falling to the ground, colliding with objects or people, tripping or falling down, or encountering other workout hazards on the urban course.

(b) **Physical Exertion Risks:** Risks related to training for, practising, or competing in strength, endurance, or other events, including frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing physical and mental limits.

(c) **Personal Health Risks:** The risk that a participant's mental, physical, or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these Activities could result in injury, damage, death, or other loss.

(d) **Environmental Risks:** Risks associated with outdoor activities, including heat stress, dehydration, hypothermia, sun exposure, wet or slippery surfaces, and weather-related hazards.

(e) **Equipment Risks:** Risks of equipment failure, misuse, or malfunction, including weights, medicine balls, kettlebells, sandbags, rowing machines, and other fitness equipment.

(f) **Conduct Risks:** The potential that a participant, co-participant, and/or third party may act in a negligent or intentional manner.

### **13. Potential Incidents**

13.1. These and other Risks may result in participants or attendees: falling to the ground; being struck or colliding with objects or people; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; experiencing hypothermia, heat exhaustion/stroke, dehydration, hyponatremia, heart or lung complications; broken bones;

paralysis or other permanent disability; mental or emotional trauma; concussions; or other injury, damage, death, or loss – before, during, or even after the participant participates in the Event.

#### **14. Fitness Declaration**

14.1. I confirm that: (a) my participation is voluntary and at my own risk; (b) I am medically and physically fit, suitably trained, and capable of taking part in the Event activities (including any fitness classes, workshops, or race activities as applicable to my ticket type); (c) I have not been advised by a qualified medical practitioner not to participate; and (d) I will comply with all race rules, course instructions, marshal directions, and safety requirements.

14.2. I am fully capable of participating without causing harm to myself or others. I further agree that participating in these Activities requires fitness and endurance, and that I, in conjunction with my physician, am responsible for determining whether these Activities are appropriate for myself before participation.

### **V. RELEASE AND INDEMNITY**

**Please read this section carefully. This Release and Indemnity section contains a surrender of certain legal rights.**

#### **15. Release and Waiver**

15.1. To the fullest extent permitted by applicable law, I agree to release and not to sue the Organiser, Event sponsors, venue owners and operators (including AquaBeats 01 and the Kwun Tong Promenade management), Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and entities, and each of their respective parent, subsidiary, and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors, and representatives, and all other persons or entities associated or involved with the Activities (the "Released Parties"), with respect to any and all Claims, liabilities, suits, or expenses (including attorneys' fees and costs) (the "Claim(s)") that I may have for any injury, damage, death, or other loss in any way connected with my enrolment or participation in and/or assistance with the Activities, including use of and/or assistance with any equipment, facilities, or premises (and losses resulting from the inherent or other Risks of the Activities).

15.2. I understand and agree that neither I nor anyone acting on my behalf will make a Claim against the Released Parties for any loss I may suffer, and if I suffer injury, damage, death, or other loss, I agree to defend and indemnify ("Indemnify," meaning protect by reimbursement or payment) the Released Parties with respect to any and all Claim(s) brought by or on behalf of me, my family members, a co-participant, or any other person, for any injury, damage, death, lost and/or stolen property, or other loss in any way connected with my enrolment or participation in and/or assistance with the Activities. This indemnity does not apply to the extent that the Claim arises from the proven negligence of the Released Parties causing death or personal injury.

#### **16. Claim(s) Included**

16.1. This Release and Indemnity section includes Claim(s) arising from the inherent Risks of the Activities as described in Section IV above, and includes Claim(s) for property damage, loss of consortium, breach of contract, or any other Claim. This Release and Indemnity does NOT extend to Claims for death or personal injury caused by the proven negligence, gross negligence, or intentional misconduct of the Released Parties, as such liability cannot be excluded under the Control of Exemption Clauses Ordinance (Cap. 71).

## **17. Limitation of Liability**

17.1. To the fullest extent permitted by law, the Organiser, its affiliates, sponsors, venue partners, service providers, contractors, staff, volunteers, and agents shall not be liable for any indirect, consequential, special, or economic loss, or for any loss of or damage to personal property, except to the extent caused by their proven negligence and only to the extent such liability cannot lawfully be excluded.

17.2. Nothing in this Agreement excludes or limits liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by the Organiser's negligence, gross negligence, or intent; or (c) any other matter for which it is not possible to exclude or limit liability by applicable law. The financial cap for economic loss is 100% of the total fees paid by the attendee.

## **VI. CODE OF CONDUCT**

18.1. I will: (a) not consume any drugs or alcohol that will impair my judgment and/or ability to participate safely; (b) respect the rights, dignity, and worth of every individual, including athletes, volunteers, and spectators; (c) not discriminate against anyone based on sex, ethnicity, religion, ability, or performance; (d) respect all property, including but not limited to the venue, athletic facilities, and equipment; and (e) act professionally, respectfully, and take responsibility for my actions.

## **VII. MEDICAL CARE**

19.1. I authorise NRAC staff, representatives, contractors, or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery, and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation.

19.2. I consent to the release (to or by NRAC, insurance carriers, other health care providers, and their staff) of any medical information or records necessary for treatment, referral, billing, or other purposes connected with medical care received at the Event.

## **VIII. PHOTOGRAPHY, FILMING, AND IMAGE RIGHTS**

20.1. The Event may be photographed, livestreamed, or recorded.

20.2. By attending the Event, I grant to the Organiser, its affiliates, designees, and assignees the right and permission to photograph, film, record, and/or otherwise capture my name, image, voice, and visual likeness (collectively "Images"), with the right to sublicense, during

the Activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, internet websites, television, and/or in any related commercial, informational, educational, advertising, or promotional materials.

20.3. I understand that all ownership and copyright rights in the Images shall be owned by the Organiser, and I waive any inspection or approval rights. I understand and agree that my name, bib number, and race results will be available to the public during and after the Event.

## **IX. PERSONAL DATA**

21.1. The Organiser may collect, use, store, and process personal data provided by attendees for purposes connected with registration, ticketing, payment processing, Event administration, safety management, customer service, race administration, check-in, communications, results publication, marketing (where consent is given or otherwise permitted), and compliance with legal obligations.

21.2. Personal data may be shared with service providers, ticketing platforms, payment processors, medical providers, insurers, timing partners, venue operators, regulators, or other third parties where reasonably necessary for the operation of the Event or as required by law.

21.3. The provision of personal data is voluntary. However, failure to provide the required information may result in the Organiser being unable to process your registration or permit your participation in the Event.

21.4. Under the Personal Data (Privacy) Ordinance (Cap. 486), you have the right to request access to and correction of your personal data held by the Organiser. Requests for data access or correction should be addressed to the Organiser at [email address].

21.5. Your personal data will be retained for a period reasonably necessary to fulfil the purposes for which it was collected, or as required by applicable law.

21.6. Each attendee should review the Organiser's privacy policy for further details on personal data handling.

## **X. FORCE MAJEURE**

22.1. The Organiser shall not be liable for failure, delay, cancellation, suspension, interruption, or change to the Event caused by circumstances beyond its reasonable control, including adverse weather, typhoon, rainstorm, flooding, fire, epidemic, public health restrictions, strike, civil disorder, venue closure, government direction, licensing issues, safety concerns, utility failure, or other force majeure events.

22.2. In the event of cancellation due to force majeure, there shall be no refund of the entry fee or any other costs incurred in connection with the Event, unless the Organiser in its sole discretion determines otherwise.

## **XI. DISPUTE RESOLUTION AND GOVERNING LAW**

23.1. Any dispute or Claim arising out of, relating to, or in connection with this Agreement, my participation in the Activities, or any other aspect of my relationship with the Organiser shall be governed by the laws of the Hong Kong Special Administrative Region.

23.2. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement.

23.3. If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

23.4. The parties intend that the Released Parties (as defined in Clause 15.1) may enforce the terms of this Agreement that confer a benefit on them, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

## **XII. ENTIRE AGREEMENT AND AMENDMENT**

24.1. This Agreement constitutes the entire agreement between the parties in relation to the Event and supersedes any prior representations, agreements, or understandings.

24.2. The Organiser reserves the right to amend this Agreement at any time. Any material amendment made after a participant has completed registration will be notified to registered participants via email. Continued participation after such notification constitutes acceptance of the amended terms. Any updated version will be published on the Organiser's website.

24.3. This Agreement is effective from the date of acceptance through the completion of all Activities, and shall remain in full force and effect following completion of all Activities.

## **XIII. VOLUNTARY EXECUTION AND ELECTRONIC ACCEPTANCE**

25.1. I confirm that I am at least 18 years of age. I have carefully read, fully understand, and agree to voluntarily accept this Agreement and acknowledge that it shall be effective and legally binding upon me, my spouse, my family members, and my heirs, executors, representatives, subrogors, and estate.

25.2. By clicking "I Accept" (or ticking the acceptance checkbox) and completing payment, I acknowledge that I have read, understood, and agree to be bound by this entire Agreement, including the Acknowledgment and Assumption of Risks, Release and Waiver, Indemnity, and all Terms & Conditions set out herein. This electronic acceptance shall have the same legal force and effect as a handwritten signature under the Electronic Transactions Ordinance (Cap. 553) of the Laws of Hong Kong.

25.3. Where the team captain accepts this Agreement on behalf of all team members, the team captain confirms and warrants that each team member has been made aware of and consents to the terms of this Agreement. Each team member is further deemed to have individually accepted this Agreement in full by participating in the Event on race day.

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