

ATHLETE WAIVER

Please read this entire Acknowledgment and Assumption of Risks, Waiver & Release (the “Waiver”) carefully before signing. Do not agree to this Waiver unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the terms of this Waiver and agree to be bound by them. All participants, directly and/or through their legal guardians (if applicable), must sign this Waiver.

In consideration of my participation in the virtual race and related activities identified as Bimbo Global Race to be held On-site and virtually on September 24th, 2023 (the “Event”) organized by Corporativo Bimbo, S.A. de C.V. (the “Organizer”), I acknowledge and agree as follows:

I acknowledge that running in an event that is organized as a virtual activity where I run on my own, at a date and time of my choosing, in a location and running route of my choosing, which will not have any support or security measures in place by the Organizer is a potentially hazardous activity, which could result in personal injury, property loss or damage, or death. I further acknowledge that I am participating in the Event by my own free will and at my own personal risk. I will not participate in the Event unless I am medically able and properly trained, and by signing this Waiver, I certify that I am medically able to participate in the Event, and I am in good health and properly trained. I further agree to abide by the Center for Disease Control’s (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC’s guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I attest that if my community has a shelter in place order, that I will only participate in the Event by using a personal treadmill and/or alternatively performing equivalent indoor exercises, and I will

not run outside in the community during the duration of a shelter in place order. I agree to follow all pedestrian safety ordinances including running on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will run against oncoming traffic and not with traffic. I assume all risks to me associated with running on my own as part of the Event, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running on my own without any type of support from local officials or Event organizers.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE the Organizer, all Event sponsors, their representatives and successors (collectively, the "Released Parties"), OF AN FROM ALL claims, damages, costs, actions or liabilities of any kind arising out of my participation in the Event, and waive my ability to bring any legal action against any of the Released Parties as I am voluntarily electing to run on my own as part of the Event. I grant permission to all of the foregoing to use my photographs which 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 record of the Event for any legitimate purpose. I understand that the Event is free of charge and thus, does not provide for refunds in the event of a cancellation.

BY INDICATING MY ACCEPTANCE OF THIS WAIVER, I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER FREELY AND VOLUNTARILY AND, INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF I AM SIGNING THIS WAIVER 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 AGREE TO THIS WAIVER ON THEIR BEHALF.