

CONDITIONS OF PARTICIPATION FORM

National Olympic Committee (NOC)

GIVEN NAME (as appears on ID)

FAMILY NAME (as appears on ID)

FUNCTION (choose one)

Athlete Chef de Mission Team Official

As a participant in the 3rd European Games Kraków – Małopolska 2023 (EG2023), I acknowledge and agree that my participation in the EG2023 is conditional upon my acceptance of and my compliance with all the provisions of this Conditions of Participation and related rules referred to herein, which have been determined by the European Olympic Committees (EOC) and the European Games Organising Committee (EGOC).

For participants who are minors under the laws applicable in their country of residence at the time of signing this Conditions of Participation Form, their participation in the EG2023 is further conditioned upon the participant's parents or legal guardian confirming their approval with the consent granted hereunder by the minor participant through the signature of the Parental Consent Form.

1. Capture and Use of Images: Participants may be filmed and photographed, during the EG2023.

Understanding that as a participant in the European Games, participating in an exceptional event which has ongoing international and historical significance and, in consideration of the acceptance of my participation therein, I agree to be filmed, televised, photographed, identified and/or otherwise recorded during the EG2023, and that my captured or recorded image, together with my name, likeness, voice, performance and biographical information, may be used in any content, format and through any media or technology whether now existing or created in the future, by EGOC and third parties authorised by the EOC during and after the European Games in perpetuity in relation to the celebration and promotion of the European Games, the Sport Movement and the EOC in a commercial or non-commercial manner.

2. Processing of personal information: EGOC, EOC and Polish authorities require access to certain information, in particular to ensure the security at the EG2023, manage accreditations, competitions and results, carry out the anti-doping activities, prevent manipulations of competitions and provide services to participants and to the media.

I agree to personal information about me (Personal Data) being collected by EGOC and shared with the EOC and to such data being stored and used by EGOC and the EOC in any place required for their operations (including outside the Republic of Poland), for the purposes of facilitating my participation in, and/or organising, the EG2023. This consent includes in particular the right for the EGOC and the EOC to collect and process my Personal Data, including where necessary to share such data with Polish law enforcement authorities, the World Anti-Doping Organisation, the Court of Arbitration for Sport and other third parties, in all manners and for the duration necessary for the following purposes:

- A. security risk assessments and other verifications to be carried out by the Polish authorities in order to grant accreditation for the European Games;
- B. investigation and/or prosecution of breaches of any of the provisions referred to in paragraph 3 below (which may require, for example, the collection and analysis of blood and urine samples for doping related cases or of other relevant information in relation to the prevention of the manipulation of competitions);
- C. statistics, historical studies and other research projects conducted during and after the EG2023; and
- D. any other data processing operation to which I provide my expressed consent to the EGOC and/or the EOC, including but not limited to sending commercial communication about EOC and EGOC activities.

I have taken note that I can contact the EGOC and the EOC at the following address in order to exercise my right to request access, rectification or deletion of my, or the Participant's, personal information:

- I confirm that I have read and agreed to all the provisions of these Conditions of Participation and that my signature below is authentic and is the signature of the participant named above.
- In particular, I expressly consent to EOC and the EGOC sending me commercial communications via email or other instant messaging channels about its activities, events, products, services, contests, offers, sweepstakes and/or promotions, or contests, offers, sweepstakes and/or promotions carried out by us on products and services promoted jointly with our official sponsors, national or international federations and national and international television channels or media, among other collaborators, with the scope of promoting the European Games ("EG") and the European Youth Olympic Festival ("EYOF") upcoming editions.

Full name of Participant

Signature of President/Secretary General and a stamp of the NOC

NOC Code

Date of birth (DD/MM/YYYY)

Gender (M/F)

Sport / Discipline

I. EG2023 Accreditation Department: accreditation@ie2023.pl;

II. EOC Department of Legal Affairs: gopr@eurolympic.org.

3. Compliance with Olympic Charter and other rules: participation in the EG2023 is subject to the compliance with the fundamental rules governing the Olympic Movement, which aim at ensuring the integrity of the EG2023 and protecting the clean athletes.

I confirm that I have full knowledge of the provisions applicable to my participation in the EG2023 and that I agree to comply with all the rules, and responsibilities applicable to my participation in the EG2023, in particular those arising from the following texts:

- A. the Olympic Charter and, in particular, the provisions reproduced on the back of this Conditions of Participation Form and related EOC guidelines and regulations;
- B. the World Anti-Doping Code, as well as the EOC Anti-Doping Rules applicable to the EG2023 and any related regulations;
- C. the EOC Code of Ethics, and in particular the Rules on the Prevention of the Manipulation of Competitions applicable to the EG2023 and thus I will not participate in, support (including by disclosing inside information) or promote betting related to the EG2023; and
- D. EOC Social and Digital Media Guidelines.

I confirm that the above referred texts and all the rules, and responsibilities applicable to my participation in the EG2023, have been brought to my attention by my National Olympic Committee and by the EOC, among others through the EOC's official website: www.eurolympic.org.

3. Acknowledgment and acceptance of risks while participating at the EG2023: participation may imply exposure to certain risks (i.e. injury, loss of property), which despite all care taken by EGOC and the EOC may not be completely eliminated.

I agree that I participate in the EG2023 at my own risk; that I will take all reasonable measures to protect myself from the risks of participation; that I am responsible for all property I bring into the European Games sites and that the EGOC and the EOC shall have no responsibility for any loss or damage to this property. To the fullest extent admissible under applicable laws, I irrevocably release the EGOC and the EOC (and their respective members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, injury or damage that I may suffer in relation to my participation in the European Games 2023.

4. Arbitration: the Court of Arbitration for Sport is exclusively competent to finally settle all disputes arising in connection with the participation in the EG2023 which have not been resolved by sports' governing bodies.

I agree that any dispute or claim arising in connection with my participation in the EG2023, not resolved after exhaustion of the legal remedies established by my NOC, the International Federation governing my sport, the EGOC and the EOC, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) for final and binding arbitration in accordance with the Arbitration Rules for the Olympic and European Games and the Code of Sports-related Arbitration. The seat of arbitration shall be in Lausanne, Switzerland and the language of the procedure English. The decisions of CAS shall be final, binding and non-appealable, subject to the appeal to the Swiss Federal Court. I hereby waive my right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

5. National Olympic Committee's confirmation: the NOC hereby guarantees that all the relevant rules, including all those referred to above, have been brought to the attention of the participant and that the NOC has been authorised by the National Sports Federation concerned to sign these Conditions of Participation on the latter's behalf, with the approval of the relevant International Federation.

Signature of Participant

Date(DD/MM/YYYY)

* We prefer the above to be signed by a duly authorised representative of the NOC in his/her own handwriting to bind the NOC to these conditions. In case NOC stamps a seal of its duly authorised representative in any form, which is deemed to be valid as if the representative expresses its consent intention to these conditions under the applicable laws of its country, the NOC shall attach a certified copy duly authenticated proving the validity and authenticity of such seal to this form. If this is not applicable, a duly authorised representative of the NOC shall sign above in his/her own handwriting.

Parental Consent Form

This document is intended to help responsible organisations to demonstrate to Polish immigration officials, on a minor's arrival in Poland, that the minor's parent or guardian has consented to them travelling to, and staying in, Poland to participate in the European Games 2023; that suitable arrangements have been made for the minor's reception and care in Poland, and the parent or guardian of the minor has consented to such arrangements.

An unaccompanied minor can also use this document to demonstrate the above. The completion and presentation of this document to Polish immigration officials will help the process of a minor's entry in Poland.

'Minor' refers to a person who is **under the age of 18 on the day of travel**.

This document should be completed in English and in BLOCK CAPITALS. A hand-signed Parental Consent Form must be sent to the EGOC Accreditation Team at: accreditation.noc@ie2023.pl with a copy to eoc@eurolympic.org.

The issue of accreditation is subject to receipt of the signed form by both recipients.

Minor details

Minor's full name (as written in their passport):	<input type="text"/>
	Date (DD/MM/YYYY)
Minor's date of birth:	<input type="text"/>
Minor's nationality:	<input type="text"/>
	Date (DD/MM/YYYY)
Minor's arrival date in Poland:	<input type="text"/>
Minor's expected departure date from Poland:	Date (DD/MM/YYYY) <input type="text"/>
Minor's Polish departure port (f.ex. airport, ferry port):	<input type="text"/>

Parent or guardian's details

Parent or guardian's full name:	<input type="text"/>
	Date (DD/MM/YYYY)
Parent or guardian's date of birth:	<input type="text"/>
Parent or guardian's nationality:	<input type="text"/>
Parent or guardian's relationship to the minor:	<input type="text"/>
Parent or guardian's address:	<input type="text"/>
	<input type="text"/>
	Postcode: <input type="text"/>
Parent or guardian's phone number (including country code):	<input type="text"/>

Minor's travel arrangements to Poland

Method of travelling to Poland (f.ex. by airplane):	<input type="text"/>
Departure port:	<input type="text"/>
Polish arrival port:	<input type="text"/>
Full name of the minor's carer during their journey to Poland:	<input type="text"/>
Date of birth of the minor's carer during their journey to Poland:	<small>Date (DD/MM/YYYY)</small> <input type="text"/>
Nationality of the minor's carer during their journey to Poland:	<input type="text"/>
Phone number of the minor's carer during their journey to Poland (including country code):	<input type="text"/>

Minor's care arrangements in Poland

Full name of the minor's carer during their stay in Poland:	<input type="text"/>
Date of birth of the minor's carer during their stay in Poland:	<small>Date (DD/MM/YYYY)</small> <input type="text"/>
Nationality of the minor's carer during their stay in Poland:	<input type="text"/>
Phone number of the minor's carer during their stay in Poland (including country code):	<input type="text"/>
Address of where the minor will be staying in Poland:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	<small>Postcode:</small> <input type="text"/>

1. Consent to allow the Participant to take part in the European Games 2023

I authorise the above-named Participant to take part in the 3rd European Games Kraków – Małopolska 2023 and sign the Conditions of Participation, and I undertake to ensure that the Participant will comply with the terms and conditions of the Conditions of Participation and other provisions referred to therein.

2. Undertakings

I confirm that:

- A. I am the Parent/Legal Guardian of the above-named Participant and have full legal authority and the necessary powers to grant the required authorisations with my signature hereunder;
- B. I have read and understood the Conditions of Participation and other provisions referred to therein, and have explained to the Participant their terms and effects;
- C. the Participant has read the Conditions of Participation and other provisions referred to therein and, together with the benefit of my explanation, he/she understands their respective terms and effects;
- D. I consent to and approve all provisions of the Conditions of Participation and undertake to ensure that the Participant shall honour his/her obligations under the Conditions of Participation;
- E. I have notified the Participant's NOC of any specific medical condition or need of the Participant.

Capture and use of images by the Participant

I hereby acknowledge and agree that by participating in the EG2023, the Participant is taking part of an exceptional event which has ongoing international and historical significance. In consideration of the acceptance of such participation in the EG2023, I agree that the Participant may be filmed, televised, photographed, identified and/or otherwise recorded during the EG2023. I further agree that the Participant's captured or recorded image (together with my name, likeness, voice, performance and biographical information) may be used (including by reproducing, distributing, communicating to the public and making it available), in any content, format and through any media or technology whether now existing or created in the future, without payment, for the maximum duration permitted by applicable law, by the EG2023, the EOC and any entity or company now existing or to be created, which is directly or indirectly controlled by the EOC and their affiliates ("**EOC's Affiliates**") and/or by third parties authorised by them during and after the EG2023, for the maximum duration permitted by applicable law, in relation to the preparation, operation, celebration and promotion of the European Games, the Olympic Movement and/or the EOC and its activities, for commercial and non-commercial purposes, but excluding any use that decidedly or conspicuously creates a direct commercial association between the Participant's image and any product or service, without his/her consent.

I further acknowledge that the Participant may take or record still and moving images and/or sounds within the perimeter of the Games' areas and venues where the European Games and related events occur, as designated by the EG2023 ("**Games Areas**"), and I agree that the EOC shall be sole owner of any intellectual property rights (including copyright) in such content without further authorisation from, or payment or compensation to, the Participant or anyone acting on his/her behalf, and I hereby assign any rights the Participant may have in respect of such content to the EOC. To the extent permitted by applicable laws, I hereby agree to waive or not to exercise any moral rights the Participant may have in respect of such content against EG2023, the EOC and any third parties authorised by them, including without limitation the right to make derivative works.

Pursuant to the above, I acknowledge that the EOC hereby grants the Participant with a limited and revocable license to use the still and moving images and/or sounds that the Participant takes or records within the Games Areas, provided that such use is personal, noncommercial and non-promotional and that otherwise complies with any additional EOC requirements.

I acknowledge that the Participant is solely responsible for the use of these still and moving images and thereafter, the Participant releases the EG2023, the EOC, the EOC's Affiliates, and any third parties authorised by them (and their respective members, directors, officers, employees, volunteers, contractors or agents - collectively, "**Released Parties**") from any responsibility in connection with them.

Authority to Chef de Mission

I hereby irrevocably authorise the NOC's designated person acting as Chef de Mission (the "**Chef de Mission**"), to provide the necessary consent where and when required for:

- A.** the Participant being able to take part in any event or programme in connection with the EG2023, including without limitation cultural and educational activities;
- B.** any medical treatment being administered to the Participant in the case of any injury, infection or illness whilst the Participant is in the Republic of Poland for the Games; and
- C.** any of the specific measures, including those that may be considered as medical acts, adopted and implemented by the EG2023, the Polish authorities, the EGOC and other entities involved in the implementation of such measures, included in the set of rules and instructions (including any update thereof), aiming at protecting the health of all Participants and ensuring the safe staging of the EG2023, in particular in relation to the coronavirus disease (COVID-19) and other infectious diseases, while attending the European Games (including the travel to/from the European Games and its preparations). In that context, the Chef de Mission shall be entitled to sign any consent form, license, or waiver of liability in relation to the Participant taking part in said events. The NOC and/or the Chef de Mission shall have the power to appoint a substitute or to delegate all or part of such powers to other persons of its/his/her choice.

Release, Waiver and Consent

Understanding that participation in the EG2023 may imply exposure to certain risks (e.g. injury, loss of property, infectious diseases), which despite all care taken by the EG2023, the Polish authorities, the EGOC and EOC's Affiliates may not be completely eliminated:

- A.** I agree that the Participant will take part in the European Games at his/her own risk and own responsibility, including any potential impact on the Participant's participation to and/or performance in the European Games, serious bodily injury or even death raised by the potential exposure to health hazards such the transmission of COVID-19 and other infectious disease while attending the EG2023 (including the travel to/from the EG2023 and its preparations), and/or specific measures to mitigate the risk of such exposure; that it is the Participant's responsibility to take all reasonable measures to protect himself/herself from the risks of participation.
- B.** I brought to the attention of the Participant to remain aware and informed of the specific measures and rules adopted and implemented by the EG2023, the Polish authorities, the EGOC and other entities involved in the implementation of such measures, which will be included in the set of rules and instructions (including any update thereof), and to understand the importance of fully complying therewith as a condition to be granted and maintain the Participant's accreditation for the European Games.
- C.** I also brought to the attention of the Participant that some of these measures may be considered as medical acts subject to the Participant's express consent and may require the collection and processing of the Participant's personal data, including health-related information. I further brought to the attention of the Participant that Participant's personal data may be shared primarily with the EG2023 and the Polish authorities, and, where necessary, with the EOC, the Participant's organisation, medical service providers and other entities involved in the implementation of such measures. In this context, I further informed the Participant that, insofar as the consent is required to a medical act and/or to the processing of the Participant's personal data, the absence of such consent will be considered as a refusal to comply with the set of rules and instructions above and may therefore result in the withdrawal of the Participant's accreditation. To the extent permitted by the applicable law, I, as the Parent/Legal Guardian of the Participant, hereby consent to his/her cooperation with these measures, processing of his/her personal data and other provisions referred to therein on behalf of Participant.

D. I agree that the Participant is responsible for all property brought by the Participant into the European Games sites and that the Released Parties shall have no responsibility for any loss or damage to this property.

E. To the fullest extent admissible under applicable laws,

- (i) I agree that the Participant irrevocably releases the Released Parties from any liability for any kind of loss, injury, infectious disease or damage that the Participant may suffer or be exposed to in connection with the Participant's participation in the European Games, and
- (ii) notwithstanding the foregoing, in any event where the Released Parties are liable for any damages the Participant suffered under the applicable laws, I agree that the Released Parties' liability shall be limited to actual and direct damages which are reasonably incurred by the Participant.

Arbitration

Unless otherwise agreed in writing by the EGOC, any dispute, controversy or claim arising out of or in connection with this Form which cannot be settled amicably shall be submitted exclusively to the Court of Arbitration for Sport ("CAS"), for final and binding arbitration in accordance with the Code of Sports-related Arbitration. The seat of arbitration shall be in Lausanne, Switzerland and the language of the procedure English. The decisions of the CAS shall be final, binding and non-appealable subject to the appeal to the Swiss Federal Court.

Governing law

I agree that this Form shall be interpreted in accordance with Swiss law, without reference to its conflict of law rules.

Parental / guardian consent

I [insert full name of parent or guardian] _____
consent to my child [insert full name of minor] _____
travelling to, and staying in, Poland to participate in the European Games 2023. I also consent to the above described care arrangements during their journey to, and stay in, Poland.

Signature of parent or guardian:

Date (dd/mm/yyyy):