

DISCLAIMER

Hereby, the signatory of this document identified below (hereinafter, the “**Player**” or the “**Participant**”) declares:

1. **That the Participant has legal age and capacity to execute this disclaimer letter, which has been previously read and understood by the Player.**
2. That the Participant voluntarily wishes to participate in TABAK BIG MAN CAMP (the “**Camp**”) organized by the company TABAK ACADEMY, S.L. (the “**Organizer**”), the activities of which consists, amongst others, in high-performance sports training sessions designed for professional and/or proficient athletes and are both physically and technically demanding.
3. That the Participant is a professional and/or proficient basketball player that is familiar, acknowledges and accepts the risks of high-performance sports training sessions and therefore assumes all risk and liabilities arising from the activities of the Camp and expressly waives and declines to exercise any claims or actions against the Organizer, its directors or employees as a consequence of eventual damages or injuries that the Player may suffer during the Camp. In particular, without limitation, the Player waives and declines to exercise any claim or action against the Organizer, its directors or employees, connected to or seeking compensation from eventual penalties or contract rescissions imposed to the Player under professional contracts with third parties as a consequence of eventual damages or injuries that the Player may suffer during the Camp.
4. That the Participant is directly responsible of his/her own physical capacities and that, prior to the Camp, the Player has completed by his/her own all medical and biometrical tests and examinations required to ensure the Player’s capacity to participate in the Camp. In connection with the above, the Player expressly declares that he/she does not suffer from any injury, disease or physical condition (in particular, without limitation, a heart condition) which advises against or implies risks above average in high-performance sports training sessions.
5. That the Participant, prior to the participation in the Camp, has independently arranged and is entitled to benefit from sufficient medical coverage for the treatment of eventual injuries suffered during the Camp.
6. That the Participant authorizes the Organizer to collect and store the contact and identification data provided by the Participant through the Organizer’s website (<https://tabakacademy.com/>), this letter and/or the relevant inscription forms for the Camp. It is the responsibility of the Participant that such personal data provided are accurate and updated at all times. The Participant also authorizes the Organizer to record and take images and pictures during the Camp in which the Player may appear and use them in the terms described herein. The Organizer is authorized to use the abovementioned data and information to (i) properly manage the development of the Camp and in general the performance of the services contracted by the Player, (ii) send communications to the Participant of other activities or services that the Organizer may offer in the future, and (iii) execute communication and publicity actions to third parties either through the Organizer’s website or other channels. The Organizer may assign the personal data to (i) public authorities and courts when required by applicable laws; (ii) companies of its group or third public or private entities with which the Organizer has cooperation arrangements to execute commercial actions and/or comply with applicable laws; and (iii) if the Organizer contracts with other service providers the latter may have access to the personal data in the name and on behalf of the Organizer for the purpose of providing such services. The entity in charge of the personal data of the Player shall be TABAK ACADEMY, S.L. with registered address at Avenida Valdemarín 118 Portal 1 Bajo A,

28023 Madrid and Tax Identification Number B88042981. The Player may exercise the rights of access, rectification, suppression, opposition, limitation in treatment and assignment regarding the personal data through an email sent to tabakacademy@gmail.com or through postal letter sent to TABAK ACADEMY, S.L. Avenida Valdemarín 118 Portal 1 Bajo A, 28023 Madrid. Such communications shall include a copy of the relevant identification document, either National Identification Number (DNI) or Passport.

This disclaimer letter shall be construed in the most favorable terms permitted by applicable laws for the benefit of the Organizer, its directors and employees.

Place: Madrid

Date: _____

Player's Name (CAPITAL LETTERS): _____

Nationality (CAPITAL LETTERS): _____

DNI/PASSPORT Number: _____

Signature