

## **Indemnity & Release Form**

**PLEASE PRINT THE BELOW INDEMNITY & RELEASE FORM AND BRING THEM ALONG WITH YOU FOR RACE KIT COLLECTION. SHOULD YOU FAIL TO DO SO, YOU WILL BE CHARGED RM2.00/ COPY AT REPC.**

### **TNF Malaysia Mountain Trail Festival Acknowledgement, Release and Indemnity**

**This is an important document which affects your legal rights and obligations. You must read it carefully prior to entering the event. Please read this form prior to the event to make yourself aware of the risks of participating.**

In consideration of TNF Malaysia Mountain Trail Festival (the "Event Organizer" or "TNF MMTF") accepting my participation in any of the TNF Malaysia Mountain Trail Festival trail running event to be held in Taiping, Perak between 13th December – 15th December 2019 (the "Event") I agree to this release of claims, waiver of liability and assumption of risk.

1. I have read and understood the relevant Competitor Briefing document and information relating to the Event.
2. The Event Organizer may, at their sole discretion, refuse entry or cancel an entry (with full refund) to any person for any reason whatsoever.
3. I understand the demanding physical nature of the Event. I declare, as a condition of entry to the event, that I have sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event.
4. In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
5. I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of trail running is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event.
6. I acknowledge and understand that whilst participating in the Event:
  - I may be injured, physically or mentally, or may die from various causes including, but not limited to over exertion, dehydration, cardiac arrest, slips, trips or falls, accidents with other participants, spectators and road users, or accidents caused by my own actions;
  - My personal property may be lost or damaged;
  - I may cause injury to other persons or damage their property;
  - The conditions in which the Event is conducted may vary without warning;
  - I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me;
  - There may be no or inadequate facilities for treatment or transport of me if I am injured;
  - I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event.

7. I agree that if I am injured or require medical assistance, the Event Organizer may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organizer. I agree that I am responsible for my own medical and ambulance insurance cover.

8. I agree to release, indemnify and hold harmless the Event Organizer, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.

9. I also agree that in the event I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Event Organizer in respect to that injury or damage.

10. I understand that my medical history and personal information, collected as part of the entry process for the Event will be made available to the event medical team and operations team. It will only be used to help staff look after me if I need help and care. If I am evacuated from the event by Emergency Services, this personal information plus any new data entered by event staff will be supplied to the Emergency Services staff to enable my continued care.

11. I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by TNF MMTF, the sponsors, event partners, or assigns without payment or compensation.

12. I acknowledge that my image may be taken by an Event photographer and that Event photographer may contact me to offer for sale images of me at the Event.

13. I agree to abide by the Event rules and the directions of all Event officials.

14. I acknowledge that the Event Organizer may change the advertised course without notice if the Event Organizer deems this necessary. I also acknowledge that the Event Organizer may cancel the Event due to weather conditions, safety considerations, terrorism or 'acts of god' and that in such circumstances my entry fee will be non-refundable.

First Name : \_\_\_\_\_

Last Name : \_\_\_\_\_

ID / Passport # : \_\_\_\_\_

Signed : \_\_\_\_\_

Date : \_\_\_\_\_

Thank you for your co-operation.