

Waiver And Release of Liability Statement

Water Bubbloon Run

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.

BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO, AND CERTIFY, THE TERMS SET FORTH BELOW.

In consideration of me being allowed to participate in the Water Bubbloon Run (the “**Event**”), any events or activities related thereto (individually “**Event Activity**” and collectively “**Event Activities**”), on behalf of myself and my personal/legal representatives, heirs, spouse, guardians, successors and next of kin, I understand, acknowledge, agree, warrant and covenant as follows:

Authority to Register and/or to Act as Agent.

I represent and warrant to the Organiser that I have full legal authority to register/complete the registration for the Event, including this Waiver and Release of Liability (the “**Waiver**”), on behalf of myself and/or any party for whom I am registering (**the “Registered Parties”**), including full authority to make use of the credit or debit card to which registration fees will be charged. By agreeing to this Waiver hereto, on behalf of the Registered Parties, I agree that the terms of this Waiver shall apply equally to all of the Registered Parties.

Minor Registration. If I am registering for a child under the age of 18, I represent and warrant that I am the parent or legal guardian of the minor and have the legal authority to enter into this Waiver on his/her behalf.

Risks. Risks of the Event Activities include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including, but not limited to, injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to lack of supervision or unintended out of sight by the Organiser, improper use of the event obstacles and/or use of equipment or tools or to the nature of the activity itself; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; malicious acts of other participants, regardless of whether the Organiser had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

ASSUMPTION OF RISK. BY THE ACT OF ME REGISTERING AND PARTICIPATING IN THE EVENT, I ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING THE EVENT, WHILE I AM ON THE PREMISES OF THE EVENT, OR WHILE I AM TRAVELING TO OR FROM THE EVENT. I UNDERSTAND THAT PARTICIPATING IN THE EVENT IS HAZARDOUS, AND THAT I SHOULD NOT ENTER AND PARTICIPATE UNLESS I AM MENTALLY AND PHYSICALLY FIT, MEDICALLY ABLE AND PROPERLY TRAINED. I ACKNOWLEDGE AND AGREE THAT THE

EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES ARE OPENED TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. I ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. I AM AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

Representations and Warranties. I represent and warrant that I am in good physical condition and able to safely participate in any Event Activity and I shall periodically and as needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I willingly agree to comply with the terms and conditions set forth for this Event. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any Event Activity. I acknowledge that the Organiser have made no recommendations or determinations as to my fitness or ability to participate in any Event Activity. I consent to medical care and transportation in order to obtain treatment in the event of injury to me and understand that this Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me or if I have reason to believe I am injured or may become injured. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to me by the Organiser and to abide by any decision made by the Organiser during the Event. I shall exhibit appropriate behavior at all times while at the Event and obey all local, state and federal civil and criminal laws while participating in or attending the Event, including respecting/be responsible to other people/participants, facilities, equipment and property. I agree that the Organiser has the absolute right to dismiss me, without refund, should my behavior endanger the safety of others or negatively affect the Event. I understand and agree that the Organiser is not responsible for any personal item or property that is lost, damaged or stolen at the Event.

RELEASE OF LIABILITY. I, and on behalf of my personal/legal representatives, heirs, spouse, guardians, successors and next of kin, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE THE ORGANISER, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT I MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION, ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY ANY ACT OF NEGLIGENCE, OMISSION AND/OR OTHERWISE. (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT). THE ORGANISER SHALL NOT BE LIABLE TO ME FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND I HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVE ANY OF THE FOREGOING INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS/INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE EVENT SITES; (B) PERSONAL INJURY NOT CAUSED BY THE ORGANISER'S DELIBERATE GROSS NEGLIGENCE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE EVENT SITES; (E) ANY OTHER MATTER RELATING TO THE EVENT SITES, OR EVENT PRODUCTS OR SERVICES;

OR (F) MY PARTICIPATION IN THE EVENT. IN ANY EVENT I AGREE THAT THE MAXIMUM LIABILITY TO ME, FOR ANY REASON OR CAUSE WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY THE ORGANISER FROM ME.

Indemnity. I further agree to indemnify, defend, save, and hold the Organiser harmless from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including legal fees, arising out of or in any manner connected with my participation in THE EVENT AND any Event Activity, except to the extent caused solely by the willful misconduct of the Organiser. I acknowledge that the agreements made herein are and will continue to be material and important consideration and inducement to the Organiser's admittance of me to THE EVENT AND any Event Activity.

Use of Likeness. I hereby grant the Organiser permission to record my voice and photograph and record me in conjunction with the Event. I further grant the Organiser full unrestricted rights to the use my photograph, voice, video recording and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

Force Majeure. I understand and agree that the Organiser reserves the right to cancel the Event due to bad weather, natural disasters (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, the registration fee shall be non-refundable.

Applicable Law; Consent to Jurisdiction. I agree that the statutes and laws of Malaysia without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. I irrevocably consent that exclusive jurisdiction for any dispute with the Organiser relating to this Waiver resides in the courts of Malaysia and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of Malaysia in connection with any such dispute including any claim involving the Organiser.

Severability. I expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by the applicable law, and if any provision of this Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Waiver shall be deemed amended accordingly.

Knowing Voluntary Execution. I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE ORGANISER FROM ALL LIABILITIES IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE IN THIS EVENT.

Deemed signed by all registered participants upon registration.