

PARTICIPANT WAIVER AND RELEASE OF LIABILITY. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In exchange for The Organizers allowing me to participate in PinoyFitness Sub1 10k Challenge (Event), as defined below, I, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to, and make the following contractual representations and warranties, pursuant to this Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the Agreement):

- I hereby represent that (i) I am in good health, have obtained the requisite training and in proper physical condition to participate in the Event and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to run safely. (iii) I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy to participate and hereby certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the event, or that would result in my participation creating a risk of danger to myself or to others. (iv) I acknowledge that the Organizers recommend and encourage each participant to get medical clearance from his/her personal physician prior to participation. I assert that I have not been advised or cautioned against participating by a medical practitioner. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. (v) In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate event personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). (vi) I authorize C3 to secure emergency medical care or transportation when deemed necessary by the Organizers. I understand that this Waiver & Release 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. (vii) I agree to assume all costs of emergency medical care and transportation. (viii) I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur from other EVENT participants.
- I understand and acknowledge that PinovFitness Sub1 10k

by safety equipment, safety procedures, and assistance from the Organizers, risks will never be eliminated, and I can be seriously injured by participating.

- 3. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event or the acts, inaction or negligence of the Released Parties, as defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the Event.
- I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless the Organizers, its officers, members, volunteers, staff, agents, owners, employees, contractors, suppliers, sponsors, partners and all other persons or entities acting on or for the Organizer's behalf (Released Parties) from any and all liability. claim/s, demand/s, or cause/s of action, damage/s, loss or expense (including court costs and attorney's fees) of any kind or nature (Liability) which may arise out of, result from, or relate to my participation in the
- The Organizers reserve the right, in its sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond its control that might affect the health and/or safety of the racers. The Organizers will not be obligated to refund any participant any registration fees due to a cancelled Event.
- I grant the Organizers and the owners, employees, agents, partners, sponsors and any other persons acting on the Organizers' behalf, the irrevocable right and permission to photograph and/or record me while at the events premises and/or during the Event and to use the photograph and/or recording without name identification for advertising and promotional purposes, in any manner, and in all media formats now or hereafter known, in perpetuity throughout the world. without restriction and I understand that I will not be entitled to any compensation in connection therewith. I waive any right to inspect or approve the use of any photographs or recordings and acknowledge and agree that the rights granted in this release are without further consideration and additional compensation of any kind. All such photographs and/or recordings shall be the exclusive property of the Organizers. I further irrevocably and unconditionally consent and grant the Organizers, the owners, employees, agents, partners, sponsors and any other persons acting on the Organizers' behalf, the right to use any and all personal information I have provided herein for future correspondence relating to the Organizers activities, invitationals and advertisements by the Organizers and its sponsors and/or partners.

PARENTAL/ LEGAL GUARDIAN CONSENT (for participants below 18 years old)

I know that running in this event is a potentially hazardous activity. My ward should not enter and run unless he/she is medically able and properly trained. My ward agrees to abide by any decision of a race official relative to his/her ability to safely complete the run. My ward assumes all risks associated with running including but not limited to falls, contacts with other participants, the effects of the weather including high heat and/or humidity, low temperature, traffic and conditions of the paths, all risks being known and appreciated by me and my ward.

Challenge is a speed race and, although the risk of harm may be limited. Having read this release and knowing these facts and in consideration of your accepting my child's entry, I, for myself, my child and anyone entitled to act on my behalf or on behalf of my estate, waive and release the Organizers, sponsors of the event, any other persons assisting with the race, the officers, board, board members, agents, servants, employees and their successors and assigns of each and every of the above from all claims or liabilities of any kind arising out of my child/ ward's participation even though the liability may arise out of negligence or carelessness on the part of the persons referred to in this waiver.

> I also grant permission for the use of any photographs, motion pictures. recordings or any other record of my child's participation in this event for any legitimate promotion or publicity purposes. I understand that if the race is cancelled because of circumstances beyond the control of the race committee and sponsors, including but not limited to unsafe weather conditions or governmental ban, my child's entry fee will not be refunded.

> I further agree to the above provisions, both individually and on behalf of the minor identified, after having read this agreement fully.

SIGNATURE OVER PRINTED NAME

PARTICIPANTS BELOW 18 YEARS OLD MUST HAVE THEIR FORM SIGNED BY A LEGAL GUARDIAN

REGISTRATION FORM

Bib no.	ate of egistration
Category Sub1 10K Fun Wave	2 10K Sub2 21K Sub2:30 21K
Race Shirt Size XS S M	L XL 2XL
Sex M F	
Name: First Name	MI Last Name
Date of Birth: (MM/DD/YYYY)	
Contact Nos.:	
Email Address:	
Emergency Contact Person:	
Relationship:	Mobile No.:
What's your preferred running shoe brand?	

Presented by:







