

BTC TRAINING CAMP

WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of my ("I", "me" or "myself") and/or on behalf of my child/ward's (14-17 years old) participation in any BTC Training Camp workout be it indoor or outdoor session, I, on behalf of myself and Ward, acknowledge, accept and agree the following:

(1) AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT BTC TRAINING CAMP, ON BEHALF OF MYSELF AND MY WARD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Ward's participation in the BTC Training Camp.

(2) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant's participation in BTC Training Camp. If, however, I observe an unusual and/or significant hazard during my presence at the BTC Training Camp, I will remove myself or my Ward from participation and bring such hazard to the attention of the nearest BTC Training Camp official.

(3) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Spartan Race Inc, Kuching Fitness Association (KFA) and Carus Sport & Event OWNER(S) OR OPERATOR(S) and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the BTC Training Camp, including, but not limited to, reasonable attorney's fees.

(4) I, on behalf of myself, or my Ward (who is aged between 14 – 17 years old), attest and verify that: (i) unless indicated below, I am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses, injuries and defects that could interfere with his/her safe participation in BTC Training Camp; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with BTC Training Camp; and (iv) on the date of BTC Training Camp, Participant will possess and be covered by their own personal medical/health insurance individually. I acknowledge that Participant, and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the BTC Training Camp and that Participant's participation in BTC Training Camp is entirely voluntary.

(5) I, on behalf of myself, and/or my Ward, consent to administration of first aid treatment in the event of minor injury to Participant in connection with participation in the BTC Training Camp and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

(6) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the BTC Training Camp due to weather conditions or other factors beyond the control of organiser's of



BTC Training Camp that might affect the health and/or safety of Participants. BTC Training Camp will not be obligated to refund any Participant any registration fees due to a cancelled event.

(7) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to BTC Training Camp to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation in BTC Training Camp or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith.

(8) I understand and agree if BTC Training Camp had to be postponed to another day or date which is applicable to the next session. (Minimum number of participants for BTC Training Camp is 10 –12 person per session).

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY CLICKING THE BOX.