

CENTAURS GROUP PRIVATE LIMITED PARTICIPANT WAIVER

THE JUNGLE RUN (and all editions related to the event)

1 INTERPRETATION

1.1 "TWCS" refers to Tampines West Community Sports Club.

1.2 "CG" refers to Centaurs Group.

1.3 "Participant(s)" refers to the Applicant.

(collectively referred to herein as the "**Parties**")

2 OVERVIEW

2.1 Please read this Waiver to understand the potential risks associated with the Event you may sign up for and participate in.

2.2 For the avoidance of doubt, the Terms and Conditions provided in this Waiver shall apply to all events including any related programmes (collectively referred to herein as the "**Event**") conducted by TWCS and CG.

2.3 All Participants must be six (6) years old or older on race day. If you are signing as the Participant's parent or legal guardian, you represent and warrant that you have the legal authority to act for the Participant and on their behalf.

2.4 This Waiver is a legal document that affects your rights. If you are uncertain about any terms in this document, you should obtain independent legal advice before signing.

3 AGREEMENT TO THE WAIVER

3.1 By signing up for and participating in the said Event: -

(i) You signify that you have read and understood this Waiver; and

(ii) You hereby agree and consent to the Terms and Conditions set forth in this Waiver herein as well as the Terms and Conditions provided on the Event website and within the TWCS and CG online registration system conducted by the Event's registration partner, Active.com.

4 SPIRIT OF THIS WAIVER AND PARTIES' OBLIGATIONS

You acknowledge and declare in good faith and of your own free will:-

- 4.1 My final acceptance and participation in the Event is contingent upon TWCSG and CG's receipt and review of all required information and Waivers, including this Waiver.
- 4.2 I agree to abide by all and any of the Event's rules and guidelines (including those available at the Event website <http://www.junglerun.sg> and TWCSG and CG's Competition Rules) as well as any other legal responsibilities that are attendant with my registration and participation in the said Event.
- 4.3 I will respect the rights, dignity and worth of every individual at the event including Participants, volunteers and spectators. I will at all times act professionally and responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance.
- 4.4 I am voluntarily participating in the Event. I have previously undertaken such steps to familiarize and acquaint myself with the nature and character of the said Event. I acknowledge that the activities contemplated by this Event carry a degree of danger and are a test of my physical and mental abilities of which poses inherent risks of potential injury, permanent disability, and property damage or loss. In registering to participate in the Event, I am fully aware of the characteristics of the Event and I hereby ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.
- 4.5 I am fully aware that participating in the Event requires an adequate level of health, prior physical and psychological preparation. I accept that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any medical practitioner, specialist or healthcare provider. I have no physical or medical condition that would not endanger myself or others if I participate in the Event, nor would interfere with my ability to safely participate in the Event.
- 4.6 Further to this, I declare to the best of my knowledge:-
 - (i) I am not pregnant;
 - (ii) I have not suffered any illness, bodily injury or physical impairment which might make me more susceptible to the risks of the Events;

- (iii) I have sufficient competence, knowledge, common sense, experience to participate in the Event in a manner which will be safe to myself and others;
 - (iv) I am fully capable of participating without causing harm to myself or others; and
 - (v) I agree that participating in these activities may require fitness and endurance and that I have the appropriate conditioning and fitness to take part.
- 4.7 In compliance with the current anti-doping legislations and regulations, I commit to the abstinence of alcoholic drinks, drugs and/or any substances that may impair my judgment and affect my aptitude prior to and during the Event.
- 4.8 I agree to abstain from participating in the Event should my physical or mental aptitude undergo such changes and/or limitation.

5 PERSONAL EFFECTS

I am fully responsible for the security of my personal effects and possessions at the Event, and TWCSC and CG will not be liable for the claims, loss, damage or replacement of any personal effects and possessions.

6 RISK ACKNOWLEDGEMENT

- 6.1 I am fully aware of the inherent risks attendant with my participation in the Event. The physical exertion demanded by the sporting activities of the Event may provoke injury, physical incapacity, paralysis and/or death.
- 6.2 I assume any and all other risks associated with participating in this Event, including but not limited to the following:-
- (i) the dangers of falls, injury, paralysis and/or death arising from surface hazards and fixed objects;
 - (ii) uncontrollable environmental factors namely, weather conditions on the day of the Event; and
 - (iii) hazards posed by other Participants, spectators and/or volunteers.
- 6.3 Being fully conscious of the potential exigencies of, and the dangers which may flow from the Event, I understand that my participation will be at my own risk as such. I acknowledge and accept that TWCSC and CG will take all reasonable precautions and exercise reasonable care to mitigate such risks.

- 6.4 I understand that the information provided in this Waiver is not exhaustive; other unknown or unanticipated activities inherent or other risks and outcomes may exist, and TWCS and CG cannot assure my safety or eliminate all risks. TWCS and CG representatives are available should I have further questions about the activities or the associated risks.

7 INDEMNIFICATION

- 7.1 I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE TWCS and CG, event sponsors, event organizers, event promoters, event producers, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, and other governmental bodies, and/or state agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event takes place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other Participants and representatives (individually and collectively the "**Released Parties**"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, lawyers' fees and litigation expenses (individually and collectively the "**Claims**") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including slight negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by slight negligent acts, omissions, or the carelessness of the Released Parties.
- 7.2 The aforementioned exclusion of liability shall not apply to damages caused by wilful misconduct and gross negligence by the TWCS and CG or a legal representative of the TWCS and CG and to injuries to life, body or health due to intentional or gross negligent breach of duty by the TWCS and CG or intentional or gross negligent breach of duty by a representative of the TWCS and CG or a person used to perform an obligation of TWCS and CG. I agree that all Claims of loss, damage, injuries or death whatsoever, in respect of the Event, shall be my sole responsibility and such Claims shall not, for legal purposes, be attributed to any Released Parties, save for personal injury or death resulting from the gross and culpable negligence of the said Released Parties as such.
- 7.3 I FURTHER COVENANT and AGREE NOT TO TAKE LEGAL ACTION with regard to any such responsibilities placed on the Released Parties, irrespective of the nature of such demands of which relates to any potential eventualities that are within the contemplation of this Waiver and/or as a result of my breach of any of the Event rules

(including those available at the Event website <http://www.junglerun.sg> and TWCS and CG's Competition Rules), or such failure on my part to take the appropriate level of care in any given situation consequent to my participation in the Event.

- 7.4 I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, lawyers' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of the Terms and Conditions set forth in this Waiver, my breach or failure to abide by any of the Event's rules (including those available at the Event website <http://www.junglerun.sg> and TWCS and CG's Competition Rules) and/or my actions or inactions which cause injury or damage to any other person.
- 7.5 I understand that the foregoing release and indemnity is intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid, it is agreed that the remainder shall continue in full force and effect. I HEREBY COMMIT to indemnification of all Released Parties for any of the Claims that I have waived, released or discharged herein.

8 GOVERNING LAW AND SUBMISSION TO JURISDICTION

In regard to my relationship with TWCS and CG, I agree that the contents of this Waiver will take precedence over any other Waivers or contracts I may sign (for parties other than TWCS and CG) in connection with these activities. These Terms and Conditions are effective in regard to the Participant's enrolment or participation in the Event and all of its component activities from the date signed through the completion of the Event and all of its component activities, and these Terms and Conditions shall remain in full force and effect following completion of the Event and all of its component activities. Any dispute or claim(s) I may have arising out of, relating to or in connection with these Terms and Conditions, my enrolment or participation in the Event and its component activities, or any other aspect of my relationship with TWCS and CG:-

- (a) shall be governed by, and construed in all accordance with, the laws of Singapore (without regard to its "**conflict of law**" rules); and
- (b) I agree to submit to the exclusive jurisdiction of the courts in Singapore.

9 ARBITRATION

I hereby agree that:-

- (i) unless settled by direct discussions, any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in Singapore as the sole and final remedy for all matters in dispute in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated into this clause;
- (ii) shall be held under and governed by the Arbitration Act, Chapter 10 of Singapore;
- (iii) the language of arbitration shall be English and the tribunal to conduct the arbitration shall consist of one arbitrator knowledgeable in the field and in commercial matters to be appointed by agreement between Parties or, in default of agreement, the Chairman of the SIAC;

10 SEVERABILITY

- 10.1 If any provision of these Terms and Conditions in this Waiver shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Waiver but this Waiver shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 10.2 The Parties commit themselves to replace any such invalid or unenforceable provision (or the invalid or unenforceable part thereof) by such valid and enforceable provision that comes closest to the intent and purpose of such invalid or unenforceable provision (or the invalid or unenforceable part thereof).

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Parties hereto do not intend that any term of this Waiver should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or otherwise, by any person who is not a party to this Waiver.

12 REFUNDS

- 12.1 TWCSG and CG reserves the right, in its sole discretion, to dismiss any Participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify any Participant from the Event. If I am dismissed or depart for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry

application is denied or revoked, I agree that TWCS and CG is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that TWCS and CG denies or disqualifies any Participant from the Event (either before or during the Event), TWCS and CG will not refund any entry fees to that Participant where the Participant has misrepresented their eligibility to participate in the Event at the time of entry or has breached any of the Terms and Conditions set forth in this Waiver.

- 12.2 TWCS and CG, in its sole discretion, may delay, modify (including, without limitation, changing the race course, distances, routes, ascents, difficulty level, or any other race-course or Event aspect), or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. Should the Event be delayed, modified, or cancelled, including but not limited to acts of God or the elements of natural disaster, acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of TWCS and CG, there shall be no refund of TWCS and CG's entry fee or any other costs incurred in connection with the Event.

13 WITHDRAWAL

- 13.1 If I wish to withdraw from the Event, I must do so myself in writing to enquiry@junglerun.sg and the event-specific cancellation policy set out on the event website will apply. Any associated processing fee is non-refundable.
- 13.2 I will immediately advise TWCS and CG or an Event Official (or another suitable Event official) if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe.
- 13.3 My Event registration is not transferable to other people or other events. Any attempt to transfer my entry or allow another person to participate under my name may result in cancellation without refund, insurance being deemed as void and disqualification from participating in future TWCS and CG events.
- 13.4 I agree to provide the name and contact phone number of a person, who is not a Participant in the Event, who can be contacted in the event of an emergency, which person will be available during and after the Event. I authorise TWCS and CG staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by TWCS and CG, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

14 PERSONAL DATA

- 14.1 I grant to TWCSG and CG and each of their affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "Images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, event videos, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the Images shall be owned by TWCSG and CG and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.
- 14.2 I acknowledge and agree that in no event may I (or anyone else on my behalf) sell, market, or produce any products, merchandise, or services that are CG-branded, Event-branded, or branded or marked using:-
- (a) any Event logo;
 - (b) any Event name;
 - (c) any other intellectual property of TWCSG and CG and/or its affiliates; or
 - (d) any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, Event race distance, or any intellectual property of CG (including without limitation the words "JUNGLE RUN").
- 14.3 I consent to the Event organisers providing my personal details to the Event's photographer/videographer which may contact me via email to alert me when such content from the Event are available on its website.
- 14.4 For the purposes of the Event, I authorize, expressly and unconditionally, and without any right to compensation, the use by the Event organizers to which they have access – namely, your full name, NRIC, passport or other identification number, contact number(s), mailing address and email address, voice, photograph(s), video image(s), videos, your occupation and education background, your payment method information (i.e. your credit or debit card and/or bank account information) and your social media information.
- 14.5 Unless I specify to the contrary, I opt-in to be subscribed to various TWCSG and CG related publications which include a monthly newsletter and other promotional materials about upcoming events. To the best of my knowledge and belief, I

undertake to ensure that such information provided is true, complete and accurate. I am aware that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the TWCS and CG event database I will still receive newsletters that relate to the event in which I have registered. I further agree that it is my responsibility to obtain information and event up dates from the event website periodically, (if applicable).

14.6 I may receive a race timing chip and band at timed events run by TWCS and CG, which will remain the property of TWCS and CG. I am fully aware that a recorded time is not guaranteed. I undertake to return the timing chip and band on the date of the relevant Event at the designated area post finish line. In the event I be unable to return my timing band to TWCS and CG, I agree to pay S\$200 to TWCS and CG within 14 days of the Event.

14.6.1 I also acknowledge that instead of a race timing chip and band I may receive a ' paper timing bib' with a timing chip included within, which I will be permitted to keep.

14.7 TWCS and CG may assign these Terms and Conditions to other entity(s) or individual(s) ("**Assignees**") at any time, and any such assignment will grant Assignees the full rights and protections accorded in this Waiver.

15 CANCELLATION POLICY

Cancellations: -

15.1 If the Participant wishes to cancel his/her participation in the Event, the Participant must notify TWCS and CG in writing (email) enquiry@junglerun.sg, providing his/her name, booking reference, address and reason for cancellation.

15.2 Written cancellations received before 5pm, **2nd September 2019** will be refunded **50%** of their Entry Fee.

15.3 Written cancellations received before 5pm, **9th September 2019** will be refunded **25%** of their Entry Fee.

15.4 Written cancellations received after 5pm, **9th September 2019** will not be eligible for any refund.

15.5 All refunds will be processed within 60 days after the event.

15.6 Except as otherwise stated in these Entry Terms and Conditions, TWCS and CG are under no obligation to refund monies or Entry Fees due to no use, cancellation, failure to participate or dissatisfaction by the Participant.

Transfers: -

- 15.7 The Participant cannot transfer his/her registration for The Event. Please see the cancellation policy above for details on non-participation in The Event.

16 DISCOUNTS

- 16.1 Discounted Entry fees are available to Centaurs Group members, PAssion Card holders, Spartan Race database and The Deaf Sports Association (Singapore).
- 16.2 The discounts available by Category will be communicated to the respective groups via their usual media and information channels.
- 16.3 Discounts must be applied at Registration Checkout and cannot be applied or requested retrospectively.

17 MISCELLANEOUS

- 16.1 I undertake to review all materials received and to complete accurately the registration information, documents and processes. I consent to the registration information, documents and processes and will review and obey all relevant rules and policies including (but not limited to) attending the Race-day Briefing Presentation and reading the Race Regulations, as may be amended.
- 16.2 TWCSG and CG contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activities Participants will engage in. I acknowledge that TWCSG and CG does not supervise or control these independent contractors.