



Indemnity Form

New Balance Run Club (NBRC) Malaysia

1. RELEASE OF LIABILITY

Release, Waiver and Indemnity

- 1.1. Participants must follow the instructions of the coach during all sessions and run on the designated path for the entire route as stated.
- 1.2. Participants must acknowledge and adhere to the COVID-19 Standard Operating Procedure enforced by the Government at all times.
- 1.3. In consideration of New Balance and its directors, officers, employees, agents, any member of New Balance and its representatives (Organiser) allowing me to participate in the activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows;
 - 1.3.1. To waive any and all claims, including those related to negligence, injury, death or loss/damage to property, which I may have against the Organisers arising from the participating in the Activities.
 - 1.3.2. To the maximum extent permitted by law, the Organisers shall not be liable for any claims or actions of any kind whatsoever for injury, death, damages or losses to persons and property which may be sustained in connection with my participation in the Activities; and
 - 1.3.3. To defend, hold harmless and indemnify the Organisers from any and all claims and liability for any personal injury or death to me, any third party or for any property loss or damage caused by me which results from my participation in the Activities.

2. RULES OF PARTICIPATION

- 2.1. I acknowledge and accept that my participation in the Activities is subject to my compliance with, and I hereby represent, warrant and undertake, the following:
 - 2.1.1. That all information and/or personal data provided to the Organisers is accurate, full and complete;
 - 2.1.2. I do not have any medical condition that would affect my safety or physical wellbeing, and that I am medically and physically fit and competent to participate in the Activities;
 - 2.1.3. To listen and adhere to safety briefings and instructions before taking part in the Activities;
 - 2.1.4. To not consume alcohol prior to or during the Activities.
 - 2.1.5. I will adhere to the internal process of being shortlisted for the event and will only confirm my participation for each session upon receiving a confirmation email and/or text messages 3 days prior to the event.
 - 2.1.6. To provide the Organisers with proof of age in a form as determined by the Organisers; and
 - 2.1.7. I am 18 years old or older, or if I am under 18 years of age, I have obtained permissions to participate in the Activities from a parent/legal guardian.

3. MEDICAL

- 3.1. Participation in the Activities is not recommended for those who are: infirm; suffering from a heart condition; pregnant (or who may be pregnant); or suffering from pre-existing injuries.

- 3.2. I declare to the best of my knowledge that I know of no reason why I should not participate in the Activities and that I am not presently suffering from (and have not suffered from) any disease or medical condition which may prevent me from participating in the Activities or which may be aggravated by my participation in the Activities. I acknowledge and agree that my participation in the Activities is granted on the understanding that I understand and accept the risks involved. I agree that I shall immediately inform medical personnel and the Organisers of any pain, discomfort, fatigue or any other symptoms that I may suffer before, during and after my participation in the Activities. I accept that I may be required to immediately cease or delay my participation in the Activities if so requested. I also consent to treatment in the event of an emergency and further agree to pay all costs associated with such medical care and to defend, indemnify and hold harmless the Organisers from any costs or claims arising from such medical care.

4. PUBLICITY

- 4.1. New Balance reserves the right to use any photographs, motion pictures, recording, or any other record of this run and the participants for any legitimate purpose including commercial advertising, on digital media, social media. By signing up for this event, I also agree to be opted to receive regular marketing communications from New Balance and partners.

5. ACKNOWLEDGEMENT

- 5.1. I acknowledge that I am responsible for my own safety during my participation now or in the future, in any New Balance session or activity organised by or on behalf of New Balance at any location (Activities). I accept that New Balance shall not be liable for any damages resulting from any injuries whether fatal or otherwise of any participants or any damages to or loss of such person's property.