



ATHLETE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Name of Athlete (*Please print*): _____
(surname/ last name – first name – middle name)

Nationality/ Country (*Please check*): ☐ Indonesia ☐ Laos PDR ☐ Malaysia ☐ Philippines

Event(s): ☐ 100m ☐ 5km ☐ 400m Team Assist ☐ 400m Team Relay

Date of Birth: ____/____/____ ☐ Male ☐ Female
(month-day-year)

Phone Number: _____ E-mail: _____

WARNING: READ THIS CAREFULLY. THIS AGREEMENT RELEASES THE SOUTHEAST ASIAN GAMES FEDERATION, PHILIPPINE OLYMPIC COMMITTEE, PHILIPPINE SPORTS COMMISSION, PHILIPPINE SEA GAMES ORGANIZATIONAL COMMITTEE FOUNDATION, WORLD OCR, OCR ASIA-PACIFIC, PILIPINAS OBSTACLE SPORTS FEDERATION AND THEIR PARTNERS, ASSOCIATES, CONTRACTORS, AGENTS, OFFICERS, SPONSORS AND ADVERTISERS (COLLECTIVELY, “SEAG OCR”) FROM LIABILITY, WAIVES YOUR LEGAL RIGHTS, AND DEPRIVES YOU OF THE RIGHT TO SUE SEAG OCR. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK LEGAL ADVICE IF IN DOUBT.

In exchange for **SEAG OCR** allowing me to participate in the **100m, 400m and 5km events (Events)** on December 2,4 and 6, 2019 at Filinvest City, Alabang, Muntinlupa City, Metro-Manila, Philippines, as defined below, I, with the consent of my parents/ legal guardians, if a minor, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, benefactors, sponsors, 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 (Agreement)**:

1. **PHYSICAL FITNESS.** I hereby represent that I am in good health, have obtained the requisite training and in proper physical condition to participate in the **Events**; and, I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the **Events**. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy to participate in the **Events**.

2. **ACTIVITIES.** I understand and acknowledge that the **Events** are inherently dangerous and, although the risk of harm may be limited by safety equipment, safety procedures, briefing and assistance from **SEAG OCR** personnel and marshals, risks will never be eliminated, and I can be seriously injured by participating. The **Events** are obstacle course races. I understand that my participation will involve a variety of strenuous physical activities on, over, under, and around obstacles. The risks of these activities include, but are not limited to: collisions with other participants and equipment; abrasions from rubber flooring and mats; the use/misuse/malfunction of equipment; overexertion, aggravation of pre-existing injuries and medical conditions due to inadequate physical conditioning or the negligence of other participants and other persons who may be present; permanent disability, paralysis or loss of life; damage to property, or to third parties; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of **SEAG OCR**; sprains, strains or fractures; accidents involving, but not limited to, climbing; falling from heights; heart attack; dog/animal bites, stings and/or related injuries; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (**Risks**). I have also carefully read and understood the safety procedures and instructions for the **Events** and agree that I will abide by and follow those safety procedures and instructions at all times while on the **Events'** premises and during the **Events**.

3. **ASSUMPTION OF RISK.** 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 **Events**, or the acts, inaction or negligence of **SEAG OCR**, 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**.

4. **RELEASE AND INDEMNIFICATION.** I hereby voluntarily Release, forever discharge, and agree to indemnify, defend and hold harmless the following parties: **SEAG OCR (Released Parties)** from any and all liability, claim/s, demand/s, or cause/s of action, injury/ies, damage/s, loss or expense (including court costs and attorneys fees) of any kind or nature (**Liability**) which may arise out of, result from, or relate to the cancellation or rescheduling of the Event, my participation in the Events or use of **SEAG OCR** equipment or facilities, including claims for **Liability** caused in whole or in part by the negligence of the **Released Parties**. Further, they, singly or collectively, will not assume any and all medical, hospital, therapy, treatment and related costs and expenses related to any injury.

PARTICIPANT WARRANTY. I hereby warrant that I have read this **Agreement** carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, including those of my spouse, children, parents, guardians, heirs and next of kin, benefactors, sponsors, and any legal and personal representatives, executors, administrators, successors and assigns, acknowledge that I have signed this **Agreement** freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this **Agreement**. This **Agreement** represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this **Agreement**. If any provision of this **Agreement** is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this **Agreement** and shall not affect the validity and enforceability of any remaining provisions.

SIGNATURE OF PARTICIPANT: _____ DATE: _____

If under 18 years of age, with my consent:

Name and Signature of Parent/ Legal Guardian: _____
Phone: _____