



INDEMNITY AND WAIVER FORM

I, the undersigned, do hereby irrevocably indemnify **all local authorities, communities, all other municipalities, all private properties, farms, venues, and Arunachal Pradesh Tourism department (Stakeholders)** its shareholders, management and / or employees / volunteers / media against any claim from any loss or damage, theft, injury or death from any nature whatsoever and howsoever caused; costs (including cost on an attorney own client scale), expenses, claims or indisposition of whatsoever kind as a result of my attendance at any event or participation any MTB, running, kayaking, night run or obstacle course (“the Activities”) presented by **the Stakeholders** arising either directly or indirectly and including any other arrangements made by **(the Stakeholders)** and / or its representatives, including but not limited to:

- all injuries which may occur as a result of my participation in any Activity or attendance, any negligent acts and/or omissions of **the Stakeholders**;
- any failure by myself to adhere to the conditions of entry, the rules and/or directions from the employees of **the Stakeholders** regarding the Activities, usage of the facilities and/or amenities and/or equipment as these are for my best interest and safety;
- any loss, theft or damage (whether direct or consequential) to any personal belongings, cash, jewelry and/or motor vehicles, arising from whatsoever nature, during my attendance or participation in the Activities;
- any liability arising from any fall or hit or misstep resulting from any slippery or uneven surface; and any liability arising from using the facilities.

This document extends to all dependents, executors, heirs, assigns or any other person whomsoever and equally applies with regard to any cost which may be incurred in defending and / or settling such claim (s) and in enforcing this indemnity. The use of all roads and the use of all facilities are on my own risk. I accept that all safety aspects are in place and that all controls have been done by persons responsible.

PERSONAL RESPONSIBILITY

I understand and acknowledge that participating in this event is a dangerous activity. I am aware and understand the activities I will be involved in. I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury, mental injury, paralysis and death). In my judgment I have sufficient competence, knowledge, common sense, experience, survival skills and equipment to participate in all the event activities in a manner safe to myself and others.

I understand and agree that, in the first instance, I am responsible for the provision of first aid to myself and those around me, I know and accept that rescue by the organisers, or emergency services, may not be possible immediately (e.g.: Night, rain, equipment failure, another rescue etc.)

If I get to a point in the course that I believe the level of inherent risk is unacceptable for me, and I am not confident in completing it safely, it is my responsibility to take action. I must choose an alternate route,



avoid the hazard, or even withdraw from that leg or the race. I accept this self-responsibility. I shall use common sense to “assess” areas for personal safety. My whole team and I have read this paragraph, understand it and indemnify the event organiser against all claims.

I agree that **the Stakeholders** may make use of pictures and videos taken during the activities for marketing purposes and that the pictures and videos may be posted on social media forums.

This indemnity is irrevocable and shall remain valid for an indefinite period commencing from date of signature hereof terminating only upon written advice given to **the Stakeholders**.

All provisions of this disclaimer are severable from each other. Any provisions of this disclaimer, which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness, or any other reason whatsoever, shall, only to extend that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this disclaimer shall remain of full force and effect.

Signatory warrants as a statement of fact that I have full legal capacity to enter into this agreement and confirm that I have read and understand the terms of this Indemnity and Waiver Form and agree to be bound by the terms hereby.

TEAM NAME: _____

TEAM PHONE NUMBER: _____

Name and Surname:Signature: Minor Y/N.....

Name and Surname:Signature: Minor Y/N.....

Name and Surname:Signature: Minor Y/N.....

Name and Surname:Signature: Minor Y/N.....

Date:

Place: