

# INDEMNITY DECLARATION

## METTLE GAMES 2011 – Polygon Urban Downhill

Singapore Flyer, 26<sup>th</sup> – 27<sup>th</sup> November 2011



### GENERAL

METTLE GAMES is organised by Octopod Asia Pte Ltd in accordance to the rules and regulations of Octopod Asia Pte Ltd and the relevant Sports Partners.

The Organisers and the relevant Sports Partners reserve the right to use photographs, motion picture, recording, or any other record of this competition and its participants for any legitimate purpose, including commercial advertising.

The Organisers and the relevant Sports Partners reserve the right to add and amend the rules and regulations without prior notification.

Completion of this registration form confirms the Participant's agreement to abide by the relevant rules and regulations of METTLE GAMES.

### REGISTRATION

Participants below 16 years old must seek parental or guardian consent before entering the competition.

Registration is to be made on official registration forms available online through METTLE GAMES website.

Registration closes on 20 November 2011.

Entry forms submitted that are incomplete will NOT be accepted.

Upon completion of registration and payment, a Payment Confirmation Slip will be sent to the registered email address to confirm your competition entry. Please inform the Organisers if you do not receive the Competition Confirmation Slip by 23 November 2011.

Payment of registration fees must be made upon registration for the registration to be valid. Registration without payment by the closing date of entries will be invalid.

The Organisers and the relevant Sports Partners will not be responsible for any dispute arising from incomplete details given by participants.

Once the registration form has been duly processed, there will be no refund of fees to participants.

In the scenario where the Event is cancelled due to unforeseen circumstances, the balance fee less the administration fee will be refunded to participants.

Competition category and competition entry are not transferable.

The Organisers and the relevant Sports Partners reserve the right to close registration before the said closing date should participation reach the quota before the specified date.

The Organisers and the relevant Sports Partners reserve the right to cancel or postpone the event without any prior notification.

The Organisers and the relevant Sports Partners reserve the right to limit and refuse entries.

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### MEDICAL ADVISORY

Participants are advised to seek medical advice before participating in the event.

Participants who have doubts about their suitability to participate in this event (e.g. those on medication or those who have had recent health complaints) are advised to consult their family doctors prior to participation in the event.

Participants are advised against the consumption of alcohol or stimulants or any kind of drugs within 24 hours of their competition.

Ensure that you are well rested & well hydrated on the day of the event.

If you feel unwell during the event, stop and seek medical attention at medical posts along the route

The Organisers and the relevant Sports Partners reserve the right to remove any participant deemed physically incapable (i.e. severe physical harm) of continuing the competition.

### WAIVER / INDEMNITY

I hereby agree to the following terms and conditions of my participation in METTLE GAMES 2011 (hereby referred to as the Event).

1. I acknowledge and agree that:
  - (a) My participation in the Event is entirely voluntary on my own part;
  - (b) I shall receive no payment for my participation in the Event.
2. I have read, understood and accepted the Rules and Regulations applicable to the Event.
3. I have been made fully aware of, and fully understand and acknowledge the risks involved in my participation in the Event. I accept full responsibility and assume all such risks.
4. I hereby represent, warrant and undertake to Octopod Asia Pte Ltd and the relevant Sports Partners, the following with full knowledge that they shall be relied upon in accepting serious risk to any physical or mental health by my participation: -
  - (a) My personal particulars disclosed herein are correct;
  - (b) I have no medical condition that would affect my safety physical well-being arising from my participation in this Event and that I am medically and physically fit and competent to participate in the Event;
  - (c) I shall dutifully and fully abide by the Terms and Conditions of this Event and any applicable laws.
5. I confirm that the representations, warranties and undertakings above are true and correct and I (and my heirs, successors and assignees) shall waive, release, discharge Octopod Asia Pte Ltd and the relevant Sports Partners from any claim and undertake that I (and my heirs, successors and assignees) shall not make any claim or complaint whatsoever against Octopod Asia Pte Ltd and the relevant Sports Partners for any loss or damage or injury sustained by me, or for my death arising from or during the Event.
6. Further, I (my heirs, successors and assignees) shall indemnify and hold Octopod Asia Pte Ltd and the relevant Sports Partners harmless from any claim, demand, proceeding, cost, expense, liability, loss or damage (whether direct or consequential) made by any third parties, arising from any injury or death or damage or loss to any property arising out of my breach of the representations, warranties and undertakings under Clause 5 herein. PROVIDED ALWAYS that Octopod Asia Pte Ltd and the relevant Sports Partners shall be entitled in your sole and absolute discretion to disqualify me from the Event if I shall breach any of the representations, warranties and undertakings herein in any way whatsoever.
7. I declare to the best of my knowledge that I do not suffer from any of the following pre-existing medical conditions:
  - (a) any cardiac or respiratory weakness or ailment;
  - (b) epilepsy or any other neurological condition;
  - (c) any orthopedic or rheumatological complaint; or
  - (d) any other complaint or condition which would involve a serious risk to any physical or mental health by my participation in the Event.

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8. For the avoidance of doubt, in consideration of you accepting my entry into the Event, I hereby confirm my agreement to waive any claim (to the extent permitted under the laws of Singapore) which I (any of my heirs, successors and assignees) may otherwise be entitled to bring against Octopod Asia Pte Ltd and the relevant Sports Partners or your agents, employees, sponsors or contractors arising in any way out of my participation in the Event, including without limitation, any of the following:
- (a) any injury, illness or death caused by or associated with my participation in the Event;
  - (b) any fainting or other physical or nervous reaction to alarm, shock or fright suffered during the Event, whether such reaction manifests itself either during or at any time after the Event; or
  - (c) the need for hospitalization or any form of paramedic or out-patient care which may arise from (a) or (b) above.
9. I accept that all the judges' decisions with regards to the Event are final.
10. I agree to receive all information pertaining to this event by email.
11. No person who is not a party to this Waiver shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any of the terms herein.

In consideration of the acceptance of my entry, I, my heirs, successors and assignees, do hereby unconditionally waive and release the Organisers, their sponsors, all officials, persons and agencies involved in this event, from all claims and damages whatsoever, that may arise from my participation, including without limitation, personal injury. I also certify that I am physically fit to participate in this event.

I wish to enter the Event and hereby agree to abide strictly by the above conditions.

Name of Participant : \_\_\_\_\_

NRIC/ Passport No. : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Name of Parent/Guardian : \_\_\_\_\_  
(If below 16 years old)

Signature : \_\_\_\_\_