

## ELECTRIC RUN MALAYSIA 2017

### WAIVER AND RELEASE OF LIABILITY

**PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO, AND CERTIFY, THE TERMS SET FORTH BELOW.**

In consideration of being allowed to participate in the Electric Run (the “**Event**”), any events or activities related thereto (individually an “**Event Activity**” and collectively, “**Event Activities**”), on behalf of myself and my personal representatives, assigns, heirs, executors, successors and next of kin, I understand, agree, warrant and covenant as follows:

**Authority to Register and/or to Act as Agent.** I represent and warrant to Live Scape Sdn. Bhd. (“**Livescape**”) that I have full legal authority to complete the registration for the Event, including this Waiver and Release of Liability (the “**Waiver**”), on behalf of myself and/or any party for whom I am registering (the “**Registered Parties**”), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Waiver, Livescape refers to Live Scape Sdn. Bhd. (Company Registration No.: 92338-T) and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Livescape singly or together, including each of their officers, directors, employees, shareholders, contractors, subcontractors, licensors, licensees, and each of their agents, representatives, successors and assigns (collectively, the “**Livescape Parties**”).

**Minor Registration.** If I am registering a child under the age of 18, I (i) represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this Waiver on their behalf and (iii) by agreeing to this Waiver hereto, I agree that the terms of this Waiver shall apply equally to all of the Registered Parties.

**Risks.** Risks of Event Activities include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including, but not limited to, injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by the Livescape employees or agents, including officials, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; malicious acts of other participants, regardless of whether Livescape had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

**ASSUMPTION OF RISK.** IN CONSIDERATION OF THE ACCEPTANCE OF MY REGISTRATION AND PARTICIPATION IN THE EVENT, I ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING THE EVENT, WHILE I AM ON THE PREMISES OF THE EVENT, OR WHILE I AM TRAVELING TO OR FROM THE EVENT. I UNDERSTAND THAT PARTICIPATING IN THE EVENT IS HAZARDOUS, AND THAT I SHOULD NOT ENTER AND PARTICIPATE UNLESS I AM MEDICALLY ABLE AND PROPERLY TRAINED. I ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. I ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. I AM AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO

FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

**Representations and Warranties.** I represent and warrant I am in good physical condition and able to safely participate in any Event Activity in which I participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any Event Activity. I acknowledge that Livescape have made no recommendations or determinations as to my fitness or ability to participate in any Event Activity. I represent and warrant that I shall periodically and as needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I consent to medical care and transportation in order to obtain treatment in the event of injury to me and understand that this Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me or if I have reason to believe I am injured or may become injured. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to me by Livescape and to abide by any decision of any Event official relative to my ability to safely participate in or attend the Event. I shall exhibit appropriate behavior at all times while at the Event and obey all local, state and federal civil and criminal laws while participating in or attending the Event, including respecting other people, facilities, equipment and property. I agree that Event officials may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event. I understand and agree that Livescape is not responsible for any personal item or property that is lost, damaged or stolen at the Event.

**RELEASE FROM LIABILITY.** I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, SPOUSE, BENEFICIARIES, AGENTS, GUARDIANS, AND LEGAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE LIVESCAPE AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, VOLUNTEERS, AGENTS, ASSIGNS, CONTRACTORS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, LICENSORS, LICENSEES, AFFILIATES (DEFINED BELOW) AND SUBSIDIARIES (“**RELEASEES**”), FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT I MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION, ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. FOR PURPOSES OF THIS WAIVER, THE TERM “**AFFILIATES**” SHALL INCLUDE SPONSORS, CO-SPONSORS, SANCTIONING BODIES, LANDOWNERS, VEHICLE OWNERS, LESSORS AND LESSEES OF ANY ENTITY OR PERSON THAT PROVIDED PROPERTY (TANGIBLE OR INTANGIBLE) OR REAL ESTATE FOR THE EVENT AND EVENT ACTIVITIES.

LIVESCAPE AND THEIR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO ME FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND I WAIVE ANY OF THE FOREGOING INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE EVENT SITES; (B) PERSONAL INJURY NOT CAUSED BY LIVESCAPES’ GROSS NEGLIGENCE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE EVENT SITES; (E) ANY OTHER MATTER RELATING TO THE EVENT SITES, OR EVENT PRODUCTS OR SERVICES; OR (F) MY PARTICIPATION IN THE EVENT. I AGREE THAT THE MAXIMUM LIABILITY TO ME, FOR ANY REASON OR CAUSE WHATSOEVER AS A RESULT OF MY PARTICIPATION IN THE EVENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY LIVESCAPE FROM ME.

**INDEMNITY.** I FURTHER AGREE TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, ACTIONS, CAUSES OF ACTION, LOSSES, INJURIES, COSTS, OR EXPENSES, INCLUDING LEGAL FEES,

ARISING OUT OF OR IN ANY MANNER CONNECTED WITH MY PARTICIPATION IN THE EVENT AND ANY EVENT ACTIVITY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE WILLFUL MISCONDUCT OF THE RELEASEES. I ACKNOWLEDGE THAT THE AGREEMENTS MADE HEREIN WERE AND WILL CONTINUE TO BE A MATERIAL AND IMPORTANT CONSIDERATION AND INDUCEMENT TO LIVESCAPE ADMITTANCE OF ME TO THE EVENT AND ANY EVENT ACTIVITY.

**Use of Likeness.** In consideration for attendance and/or entry, which the parties agree is adequate consideration, I hereby grant the Livescape permission to record my voice and photograph and record me in conjunction with the Event. I further grant the Livescape full unrestricted rights to the use of my photograph, voice, video recording and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

**Force Majeure.** I understand and agree that Livescape reserve the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of my payment unless authorized by Livescape.

**Applicable Law; Consent to Jurisdiction.** I agree that the statutes and laws of Malaysia without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. I irrevocably consent that exclusive jurisdiction for any dispute with Livescape relating to this Waiver resides in the courts of Malaysia and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of Malaysia in connection with any such dispute including any claim involving Livescape.

**Severability.** I expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Waiver shall be deemed amended accordingly.

**KNOWING VOLUNTARY EXECUTION.** I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE LIVESCAPE FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY LIVESCAPE RACE ACTIVITY.

Signed by

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FIRST NAME:  
LAST NAME:  
NRIC/ PASSPORT NO:  
DATE:  
ORDER ID:

**Parental and/or Legal Guardian Consent** (for participants less than 18 years of age)

As the Parent and/or Legal Guardian to the minor identified below, I hereby certify that the minor is in good physical condition and has permission to participate in the Event. I, on behalf of the minor, accept and agree to all of the terms and conditions of this WAIVER AND RELEASE OF LIABILITY. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against Livescape or its Releasees, I will indemnify, defend and hold harmless each of the released parties from any such Liabilities which any may be incurred as the result of such claim.

Minor's Name:

Age:

Date of Birth:

Relation to Minor:

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_

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