

WAIVER & RELEASE OF LIABILITY

EVENT: FLORID KOCHI SWIMATHON ULTRA
VENUE: RIVER PERIYAR, ALUVA
DATE: 21st APR 2024

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ON TDK, SANTOS KING TOURS AND TRAVELS AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)

IN CONSIDERATION of 'TDK' and 'Santos King Tours and Travels' (herein collectively referred to as "Company") allowing me to participate in any Company (the "Event" or "Events") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I understand and acknowledge the physical and mental rigors associated with participating in a race, swimming and other related activities and events, and realize that swimming and other portions of such events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation in any portion of the event involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Company and Event Organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"). 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 Event, or the acts, inaction or negligence of the Released Parties 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, and RELEASE Company and its agents and representatives for any and all liability arising out of my participating in this event.

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) 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 Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event and all the Safety, Eco Tourism and Covid Guidelines set by the government bodies. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, pertinent event information, and video or film likeness to be used for any legitimate purpose by Company, the event holders, sponsors and/or assigns.

Company, its staff and volunteers are not responsible for my personal items that are stored or left pre-event, during the event and post-event. I understand that Company staff/volunteers may be present in an area in an attempt to but not a guarantee to prevent any damage or theft to my belongings. Company staff/volunteers may or may not be present in an area where your personal items were left/stored.

I understand that the event participation is non-transferrable. I understand that Company has the right to pull me out of event /disqualify me at any time if I try to transfer my entry participation illegally. I also understand that if I illegally transfer my event entry to another person, I release Company and all entities associated with the event. I will accept all responsibility for any legal or medical ramifications that may arise from an unauthorized transfer.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participant, I certify that all the information provided on my entry form is true and complete. I have read this AWRL, and certify my consent to the terms herein.

I hereby understand and release Company and it's affiliates from acts of God, weather, and any and all unforeseen events and actions leading up to, during and post event. Incase the organizers are forced to postpone the event because of Cyclone, acts of God or extreme weather, Covid & Lockdown Guidelines the organizers will not be eligible to provide any compensation to the participant.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Owners, Organizers and Promoters, Event Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues, Company, it's employees and volunteers, and all municipal agencies whose property and/or personnel are used, Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

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 registering for this event and participating herein (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I agree to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for this registration 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. I have read this AWRL, and certify compliance by completing this registration.

Print Name _____

Signature_____Date_____

PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years old)

If you are registering a participant under the age of 18 you agree and confirm that you are the Parent and/or Legal Guardian to the minor you are registering and that you have the authority to make legal decisions for the minor. I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Event(s). The person registering the minor is the parent and natural guardian or legal guardian and does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the participant is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the event entry form is true and complete. If, despite this Agreement, I, or anyone on the minor's behalf, make a claim for Liability against any of the Released Parties, 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. I have read this AWRL, and certify compliance by completing this registration.

Print Name_____

Print Name_____

(NAME OF MINOR EVENT PARTICIPANT)

(NAME OF PARENT OR LEGAL GUARDIAN)

Signature_____Date_____