



## WAIVER DECLARATION

### ASHRAE RUN 2019

This is an important document as it affects your legal rights. By ticking the checkbox upon submission of your online registration of ASHRAE Run 2019, you agree to all the terms stated in this document. You should read it carefully and understand it before you submit your ASHRAE Run 2019 registration.

It is a condition of your entry to and your participation in the **ASHRAE RUN 2019** that you read this document.

#### 1. I acknowledge that:

(a) Participation in ASHRAE RUN 2019 is a test of a person's physical and mental health and carries the potential for death, personal injury, and/or property loss.

(b) I certify that I am physically fit and have no pre-existing medical conditions, and have sufficiently trained to participate and have not been advised against participation in the sport/s by a qualified health professional.

2. In consideration of being permitted to participate in either ASHRAE RUN 2019, I acknowledge, agree and certify the following:

(a) **I ACKNOWLEDGE** that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards. I assume all the risks associated with running and walking, and all other risks associated with participating in the event/s.

This includes but is not limited to falls, collisions, contact or crashes with other participants, Race Officials, Volunteers, Spectators, course markers or other obstacles or hazards; the effects of weather including rain, heat or humidity and lightning strikes; defects in my personal equipment or equipment provided by Race Organisers; the conditions of the course including roads and footpaths; hazards that may be posed by the presence of spectators or people involved in ASHRAE RUN 2019. All these risks are known to and appreciated by me and I accept them of my own free will.

(b) **I FURTHER ACKNOWLEDGE** the risk that the Race Organisers or individuals participating in controlling officiating or involved in or contributing to the conduct of or organising or watching ASHRAE RUN 2019 may act negligently which may result in harm or injury to my property or me. These risks are also known and appreciated by me and I accept them of own free will.

(c) **I CONSENT** to the provision to me of first aid, emergency or other medical treatment for the purposes of treating or relieving injuries or physical harm that I may suffer as a consequence of participation in the ASHRAE RUN 2019. I authorise licensed medical practitioners, hospital or other medical or health care facilities to perform all medical procedures, which they may consider medically advisable to attempt to treat or relieve such injuries, including but not limited to the administration of anesthesia and provision of blood transfusions. I realise and appreciate there is a possibility of complication and unforeseen consequences in any medical treatment which I may receive and I assume that risk. I acknowledge that no warranty is made as to the results of any medical treatment.

(d) **I WAIVE, RELEASE, AND DISCHARGE** the Race Organisers and any medical staff or volunteers and any individuals participating in, controlling, officiating, involved in or contributing to the conduct or organizing or watching the above race/s from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage or any kind, including economic loss, which may however exist or arise in the future arise out of or relate to my participation in or my travelling to and from Universiti Malaya ASHRAE RUN 2019, or arising out of the risks I have assumed in participating in the race/s as set out above whether or not caused by negligence of any person.

(e) **I AGREE** not to sue or claim against any of the Race Organisers for any of the claims, losses or liabilities that I have waived, released or discharged in this document.

(f) **I INDEMNIFY AND HOLD HARMLESS** the Race Organisers from any and all claims made by me or liabilities assessed against the Race Organisers as a result of:

(i) My actions or inaction;

(ii) The actions, inaction or negligence or others including the Race Organisers;

(iii) The conditions of the facilities, equipment or areas where the ASHRAE RUN 2019 events or other associated activities are being conducted;

(iv) Implementation of the Competition Rules; or

(v) Any other cause arising from an occurrence related to the above races; and

(g) By signing this document, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

(h) **I AGREE** to abide by the Competition Rules adopted by ASHRAE RUN 2019 and I acknowledge that my entry to either and/or both races may be revoked or suspended for violation of the Competition Rules.

3. For the purposes of this document, "Race Organisers" means ASHRAE Malaysia Chapter (MASHRAE), UTAR ASHRAE Student Branch, UM ASHRAE Student Branch, The Engineering Society of University of Malaya (PKUM), University of Malaya, Universiti Tunku Abdul Rahman, the race officials, medical staff and volunteers, and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities.