

General Terms and Waiver Clause – Pos Malaysia Run 2025

This is to certify that I (registered participant) have read and understood the rules and regulation pertaining to my participation in the Pos Malaysia Run 2025 organised under the under the rules of Federal Territory Kuala Lumpur Athletics Association (FTKLAA) and a set of competition rules.

In consideration of the acceptance of my entry, I for my heirs, executors & administrators, release and forever discharge the organisers, their partners, sponsors, appointed staff and officials of all liabilities, claims, actions, damage, costs or expenses which I may have against them, arising out of my participation in this Pos Malaysia Run 2025, including travel to and from this Pos Malaysia Run 2025 and including all injuries that may be suffered by me before, during and after the Pos Malaysia Run 2025.

I understand that this indemnity includes any claims based on negligence, action or inaction of any of the above parties. I recognise the difficulties of the Pos Malaysia Run 2025 and attest that I am sufficiently physically fit to compete safely in the Pos Malaysia Run 2025 and I have not been advised otherwise by a qualified medical professional. Whilst every reasonable precaution will be taken by the organisers to ensure the participants safety, participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the actual race day.

The organisers reserve the right to delay the commencement of the race in the Pos Malaysia Run 2025 of heavy rain or extreme weather conditions. Should the heavy rain, or extreme weather conditions persist after the delay, the organisers reserve the right to cancel the race without any refund. In the Pos Malaysia Run 2025 of heavy rain or catastrophic or natural disaster resulting in a postponement or cancellation of the above Pos Malaysia Run 2025, the organisers shall not be held responsible for any claims whatsoever in any form made by any individual or parties concerned.

The organisers reserve the right to use any photograph (including those of participants), motion pictures, recordings, or any other media records of the Pos Malaysia Run 2025 taken before, during and after the Pos Malaysia Run 2025, for any legitimate purpose including commercial advertising and distribution to sponsors. Including:

1) Limitation of Liability; Disclaimer of Warranties

The race parties shall not be liable for any direct, indirect, incidental, special or consequential damages Resulting from the event or your participation in the event; or for the cost of procurement of substitute goods and services; or for any goods or services Purchased or obtained or transactions entered into with or through the race parties; or resulting from unauthorised access to or alteration of your transmissions or data, including but not limited to damages for loss of profits, use, data or other intangible, even if the race parties have been advised of the possibility of such damage; and You expressly agree that Entering into the Pos Malaysia Run 2025 is by your own free will and at Your sole risk. You agree that you will not participate in the Pos Malaysia Run 2025 unless you are healthy, medically able and properly trained. The race parties expressly disclaim all Warranties of any kind, express or implied, including Without limitation any warranty of merchantability, Fitness for a particular purpose or non-infringement.

2) Indemnification

You agree to indemnify and hold each of the Race Parties harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by you or any third party due to, arising from or relating to your participation in the Pos Malaysia Run 2025 or the violation by you of any term of this Agreement and Waiver as well as the Terms of Service located in this form.

3) Photo Video Release

By participating in the Pos Malaysia Run 2025, you will be taking part in activities where photography, audio, and video recording may occur. By registering for the Pos Malaysia Run 2025, you consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the **Race Parties, their affiliates and representatives, and Race Roster.

You permit, authorize, grant, and license to Race Parties the right to use your name, image, likeness, appearance, and voice, and all materials created by or on behalf of the Race Parties that incorporate any of the foregoing (the "Materials") in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to you. In the Pos Malaysia Run 2025 that you are registering a minor, you represent that you are the parent or legal guardian of the minor and permit, authorize, grant, and license to Race Parties the right to use the minor's name, image, likeness, appearance, and voice in all Materials in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to you or the minor.

Race Parties shall be exclusive owners of all rights in the Materials, including copyright. Images, photos and/or videos may be used to promote similar races or Pos Malaysia Run 2025 in the future. You release the Race Parties including its officers and employees, Race Roster including its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.

By participating in the Pos Malaysia Run 2025, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Race Parties or the person or entity designated to do so by the Race Parties. You have been fully informed of your consent, waiver of liability, and release before participating in this Pos Malaysia Run 2025.

4) Privacy

I agree that my personal information collected through my participation in the Pos Malaysia Run 2025 will be processed by Race Parties for the purposes of operating the Pos Malaysia Run 2025 or in connection with the Pos Malaysia Run 2025. I also acknowledge and agree that, after I complete my race, my results, along with my name, gender, age and state/place of residence may, at the discretion of the Pos Malaysia Run 2025, be publicly available on Race Roster's leaderboard.