

Participant Disclaimer: The UV Run

I, the undersigned (“I”, “me” or “myself”), hereby acknowledge that the purpose of this disclaimer (“Disclaimer”) is to confirm the terms and conditions on which I agree to participate in the event known as ‘*The UV Run*’ which is scheduled to take place on 30 March 2019 (the “Event”).

In consideration of Glow4Events (the “Organiser”) allowing me to participate in the Event, and by signing this Disclaimer where indicated below, I hereby acknowledge and declare as follows:

1. I acknowledge that the Event may involve running/walking/cycling through various obstacles, in reduced visibility, being sprayed or otherwise covered with UV paint and other substances and through a haze and lasers. This could result in the damage to my clothing and/or footwear and in an unlikely event may cause damage to my skin and/or hair. I acknowledge that the nature of the Event may result in injury to me or my fellow participants, through no fault of the Organiser.
2. I hereby confirm that I have read, understood and agree to be bound by the provisions of this Disclaimer, which comprise the entire agreement between myself and the Organiser in respect of the relevant subject matter and which supersede or otherwise take precedence over any other prior agreements, understandings or terms (whether written or oral) in relation to the Event.
3. I agree to comply with and obey all rules, regulations, terms and conditions specified by the Organiser and those acting on its behalf, including its respective officials, permitted assigns and representatives during all aspects of my participation or involvement in the Event including, without limitation, those rules, regulations, terms and conditions contained in this Disclaimer and any other rules and regulations provided in any Event briefings, all rules and regulations applicable to an event of this nature and any other applicable safety rules as may be specified from time to time.
4. I acknowledge that I owe a duty to myself and others whilst participating in the Event to ensure that I do not take any action or fail to do anything that may endanger my safety and/or the safety of others.
5. I confirm that I will not, nor attempt to, repair, modify or tamper with any equipment provided to me for any purpose whilst participating in the Event.
6. I confirm that I will comply, at all times during the Event, with any and all instructions and directions (written or oral) issued by or on behalf of the Organiser, its representatives, officials, marshals and technical stewards, in relation to the Event, including in relation to the safe and proper use of any equipment. **I understand and agree that my participation in the Event is entirely at my own risk and, to the fullest extent permitted by applicable law, I will assume all risks of loss, damage, injury or death which may arise and/or be sustained as a result of my involvement in the Event.**
7. I acknowledge that engaging in the Event can be dangerous and physically and mentally demanding and may place me and/or my fellow participants at risk of physical and/or mental harm. Without prejudice to the foregoing sentence, I confirm that I am in good health and know of no reason, physical or mental, why I could be unable to participate in the Event and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to participate in the Event.
8. I acknowledge that my image (including but not limited to my physical appearance, name, likeness, voice and other personal indicia) and any and all marks, logos and other branding on any clothing, equipment or other materials that I use or otherwise display at the Event,

save to the extent that same is provided by or on behalf of the Organiser (together, the “**Image(s)**”), may be captured and/or recorded during my participation in and/ or association with the Event. In consideration of the Organiser permitting me to take part in the Event:

- (a) I hereby grant to the Organiser and their permitted assigns a perpetual, non-exclusive, royalty-free, worldwide, sub-licensable, irrevocable licence to use, display, publish, transmit, copy, edit, alter and/or store the Image(s) in all media (whether now existing or created in the future and in hard copy or electronic form, and shall include (without limitation) promotional materials, television, newspapers, magazines, books, websites and social media channels) in relation to the organisation and promotion of the Event and/or future events organised by the Organiser (including, but not limited to, its organisation and promotion, as well as the disclosure of any information or content relevant to the same, even after the conclusion of the Event) (“**Use**”); and
 - (b) I do not object to the Organiser storing copies of the Image(s) solely for the Use, or to the Organiser storing my contact details on its database for the purposes of contacting me as necessary in connection with the Use.
9. I warrant and represent that the Use of the Image(s) in accordance with the licences granted by me in paragraph 8 above shall not infringe the rights (including, without limitation, any intellectual property rights) of another person, business, organisation or other entity and, to the greatest extent necessary, I have obtained all necessary third party consents.
- 10. To the fullest extent permissible by applicable law, I acknowledge and agree that I will not hold the Organiser or any of its affiliates, officials, permitted assigns, representatives, Event partners or Event organisers (together, the “Indemnified Parties”) liable for any illness, loss, personal injury or death sustained by me at any time.**
- 11. I hereby irrevocably agree to indemnify on demand and hold the Indemnified Parties harmless from and against all losses, costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach by me of the provisions of this Disclaimer or arising from any act or omission by me. Without prejudice to the foregoing, to the fullest extent permissible by the applicable law, I further acknowledge and agree that:**
- (a) I will be liable for any death and/or personal injury to third parties, damage to property and/or any other claims, losses, costs (including, without limit, all legal costs) and/or demands arising out of any negligent or wilful act or omission by me whether arising during my participation in the Event or otherwise;
 - (b) under no circumstances will any of the Indemnified Parties be liable to me for any loss or damage, whether in contract tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with the Event, including: (i) actual or alleged indirect loss or consequential; and/or (ii) any loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss; and
 - (c) the Indemnified Parties will not be liable to me for any loss or damage which may arise as a result of a breach of the undertakings given by me in this Disclaimer.

12. I confirm that I understand the necessity, and acknowledge that it is solely my responsibility, to take out and maintain all necessary and appropriate insurance at my sole expense, to cover all of my activities directly or indirectly relating to my participation in the Event.
13. The trade marks, copyright, and other intellectual property in respect of the Event, including but not limited to the marks GLOW VILLAGE™; BUG VILLAGE™; GLOW WORMS™; GLOW BUGS™; GLOW LEGENDS™; GLOW ZONES™; and GLOW STORE™ (“**Intellectual Property**”) are owned by the Organiser. You have no right to use any such Intellectual Property and nothing contained in this Disclaimer grants any rights to use any Intellectual Property without the prior written consent of the Organiser.
14. The Organiser will take all necessary and reasonable measures to avoid postponing, cancelling or significantly altering the Event. However, you hereby acknowledge that you recognise that the Event may be at risk of being postponed, cancelled or significantly altered if the Organiser so decides. In such a case, the Organiser shall not be responsible for any losses howsoever caused or suffered.
15. The Organiser shall not be liable for any loss suffered by anyone of whatsoever nature arising out of delay in or prevention of performance of that person’s obligations due to any cause the adverse effects of which that person could not reasonably and practicably avoid in the ordinary conduct of that person’s business and which include war, riots, acts of God, strikes, violence, crime, protests and extreme adverse weather conditions.
16. I understand and agree that each of the provisions of this Disclaimer operates separately and that if any court or other relevant authority decides that any of these provisions are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
17. This Disclaimer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
18. The parties irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Disclaimer or its subject matter or formation (including non-contractual disputes or claims).

Acceptance by the Participant

I, the undersigned, hereby confirm that I have read and understood the terms and conditions set out in this Disclaimer and hereby acknowledge my unconditional acceptance of the same by signing below.

Signed:.....

Date:.....

Please print name: