

PARTICIPANT & VOLUNTEER GENERAL RELEASE, WAIVER AND INDEMNIFICATION FOR THE BULL RUNNER DREAM MARATHON

In consideration of acceptance, participation and/or volunteering in TBR DEAM MARATHON or any of its related events such as the pre-marathon training, running clinics, running talks, Send-Off Party, or any virtual event, or in any events or activities related to TBR Dream Marathon Training (together, "TBR Dream Marathon Events"), I on behalf of myself and my spouse, partner, heirs, next of kin, executors, administrators, successors, assigns and personal representatives, hereby

(A) forever waive, release and give up all claims, damages, costs, expenses of any kind whatsoever and agree not to sue TBR Dream Marathon Events or any of its partners that assist with TBR Dream Marathon Events, including but not limited to, Bull & Bear Sports Marketing Co., The Bull Runner, Tempo by TBR, Filinvest Development Corporation, any sponsor, partner, supplier, director, employee, representative, agent, contractor or subcontractor or of any of the foregoing, and any ambassador, organizer, volunteer, volunteer organization, or co-participant of TBR Dream Marathon Events, with respect to any claim that may arise in connection with TBR Dream Marathon Events, including any and all claims of death, disability, personal injury, property damage, property theft and

(B) Indemnify and Hold Harmless the entities or persons mentioned herein from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during TBR Dream Marathon Events.

Event Rules

I shall abide by the rules, regulations, advice, and instructions of TBR Dream Marathon events. I understand that, if I breach the rules and regulations from now until race day, I shall be ineligible from joining the event. The organizer has the right to disqualify me from the event without refund nor transfer of slot or I shall voluntarily withdraw from the race.

Assumption of Risks

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss.

I understand that there are inherent and significant risks associated with participation in the event, including (but not limited to) the potential for serious injury caused by any decreased blood pressure, chest discomfort, muscle cramps, strains, sprains, abnormal heart rate, soreness, nausea, heart attack, stroke and possibly death.

I further understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact. As a result, the government and health agencies recommend social distancing and I understand that my participation in any of the TBR Dream Marathon Events could increase my risk of contracting COVID-19. I understand that the event organizers identified below cannot guarantee that I will not become infected with COVID-19 while participating in any of the events. By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in TBR Dream Marathon Events and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that such risks are relative to my level of fitness and health. Other risks include, but are not limited to those caused by terrain, facilities, actions of other people including, but not limited to participants, volunteers, spectators, coaches, event officials, and event monitors, temperature, weather, condition of athletes, equipment, vehicular traffic, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating &/or volunteering in TBR Dream Marathon Events.

I understand that the coaches, trainers, and other individuals involved in staging the event are not licensed physicians and any suggestions or recommendations they may make regarding any aspect of my training or physical fitness are not being given as medical advice.

I verify that I am physically fit and capable of participating in TBR Dream Marathon Events, and that my physician has approved my participation. I hereby acknowledge that I am solely responsible for my personal health and safety. I fully understand that I am forever giving up, in advance, any right to sue or make any claim against the parties identified in the paragraph above, even though I do not know what or how extensive the injuries and/or damage I might experience, and I am voluntarily assuming the risk of such injuries and damages.

I agree to immediately inform a trainer, coach, marshal, official or other representative of the organizers immediately upon feeling any pain, discomfort, fatigue or symptoms during or immediately following the event. I understand that I may stop participation at any time, and that I may be requested to do so by any representative of the organizers who observes symptoms of distress or abnormal response from me during my participation.

I consent to the organizers and their representatives to apply first aid and other emergency medical treatment for any injury or illness that may occur during my participation in the event.

I understand that the organizers reserve the right to determine whether I am still fit to continue to participate in the event and other sub-events of the TBR Dream Marathon.

Accepting Changes to TBR Dream Marathon Events

I understand that the date, time, course route, and location of TBR Dream Marathon Events is subject to change without advance notice. This may include having the TBR Dream Marathon Events being converted to virtual events.

I understand the advertised date for TBR Dream Marathon Events may be changed one or more times for any reason after I have registered.

I understand that my registration fee is final, with no refunds, deferments, or transfers, and that the organizers reserve the right in the event of an emergency or local or national disaster to cancel the race or to change the day, time, and/or location of any event and that there is no refund of fees.

I further understand that if the race is postponed or cancelled due to COVID-19 safety protocols and/or government orders, or other circumstances, the organizer will give me the option to join a new event, join a virtual event, or defer to the next event and there is no refund of fees and additional fees may be charged.

Miscellaneous

I agree to receive mailings from TBR Dream Marathon Events which does not obligate me to purchase any marathon related product.

I grant my consent and permission to the organizers to publish my full name online and disclose my full name to its race partners and sponsors to release race information, such as Master lists of participants, volunteer pacers, personal pacers, Dream Chasers, official race results, or any list associated with TBR Dream Marathon events, which will allow me to receive partner discounts and promotions, race results, and other race features.

I grant my consent and permission to the organizers, its partner organizations and sponsors to use any and all information submitted in my application, and/or my name, photograph, videotape, motion picture recording, voice or likeness, including pre-marathon and post-marathon publicity free of charge.

I agree that electronic submission of this application constitutes agreement to all the terms of this waiver and release statement.

I understand that this Release, Waiver and Quitclaim is intended to be as broad and inclusive as is permitted by the laws of the Republic of the Philippines and that if any portion hereof is declared invalid by a court of competent jurisdiction, it is agreed that the other portions shall continue in full legal force and effect.

BY SIGNING BELOW AND PRESSING SUBMIT, I DECLARE THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT OF RELEASE, WAIVER AND INDEMNIFICATION, WHICH IS HEREBY GIVEN AND MADE WILLINGLY AND VOLUNTARILY AND WITH FULL KNOWLEDGE OF MY RIGHTS UNDER THE LAW.

Name: _____

Signature: _____