

NUVALI & TBR WAIVER

I, _____ of legal age, _____ citizen, married/single and with principal address at _____, do hereby state the following:
 (Name) (citizenship) (Address)

NUVALI Waiver and Release	THE BULL RUNNER Waiver and Release
<ol style="list-style-type: none"> 1. Voluntary Use and/or Participation and Assumption of Risks. <ol style="list-style-type: none"> a) I, as a participant/volunteer of THE BULL RUNNER GOWELL DREAM MARATHON 42K, whose name is listed below, freely and voluntarily avail of the NUVALI Outdoor Adventure and Recreational Facilities (the "<i>Facilities</i>"), and engage in one or more outdoor adventure sports and recreational activities including, but not limited to, cycling, mountain biking, hiking, running, participating in air soft or paintball games, roller blading, skateboarding, duathlon, boating, fishing, kite flying, jogging, using zip line facilities (collectively referred to as the "<i>Sports</i>"). b) I am fit and able to perform the essential functions required to use the Facilities and participate in the Sports. c) I shall abide by the Facilities' safety rules, regulations, advice and instructions. d) I understand, acknowledge and accept that using the Facilities and participating in the Sports, which involve high-speed action and adventure, have inherent risks and dangers that may put me and my minor child/ward at risk of injury or illness notwithstanding the safety precautions, services and measures implemented in the Facilities. e) I ASSUME THE RISK FOR ANY LOSS, DAMAGE, ILLNESS, INJURY, INCLUDING DEATH, ARISING FROM MY AND MY MINOR CHILD'S/WARD'S USE OF THE FACILITIES AND PARTICIPATION IN THE SPORTS. f) I, hereby hold free and harmless the Facilities, its owners, officers, employees, agents and representatives from all and any loss, damage, illness, injury and death, and release and waive in their favor any and all claim, liability or action that may arise or result from our use of the Facilities and/or participation in the Sports. 2. Consent to medical treatment. I hereby consent to the administration by the Facilities personnel of first aid and other emergency medical treatment for any injury or illness that may occur during my use of the Facilities or participation in the Sports or running event. 3. I have read and understood the contents of this Waiver and Release as well as the Facilities and Sports Rules and Guidelines. I further agree that this Waiver and Release shall be binding upon me and my child/ward's heirs, next of kin, executors, administrators and successors. 	<ol style="list-style-type: none"> 1. In consideration for being permitted to participate in THE BULL RUNNER GOWELL DREAM MARATHON and all related events and sub-events connected thereto, I hereby agree to assume all loss, damage, illness injury, including death, arising from the event and I release and hold free and harmless the organizers, partners, agents and representatives, and any successors or assigns from any and all claims, actions, causes of action, liabilities of any nature or kind arising out of or in any way connected to my participation in the event. 2. 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. 3. I acknowledge and 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 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. 4. 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. 5. I verify that I am physically fit and capable of participating in the Event, and that my physician has approved my participation. I hereby acknowledge that I am solely responsible for my personal health and safety. 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. 6. I hereby consent to the organizers, their representatives and assigns to apply first aid and other emergency medical treatment for any injury or illness that may occur during my participation in the event. 7. 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. 8. The undersigned expressly agrees 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. 9. I hereby 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. 10. I finally declare that I have read and understood this document of Release Waiver and Quitclaim which is hereby given and made willingly and voluntarily and with full knowledge of my rights under the law.

Name and Signature: _____ Date: _____