

**KPLR2009 ORGANIZER**  
**17-18 October 2009**  
**WAIVER OF LIABILITY**

WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY! PARTICIPANTS MUST BE 18 OR OLDER

NAME OF PARTICIPANT: \_\_\_\_\_ (Must Print)

ADDRESS OF PARTICIPANT: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ IC NO: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: (\_\_\_\_) \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

**DISCLAIMER CLAUSE**

The KPLR2009 Committee, their agents, volunteers, contractors, servants or representatives (hereinafter refer to as "The Releasees") are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in **Kayuhan Pecah Lemak Raya** and all related activities of **Kayuhan Pecah Lemak Raya**, including injury, loss or damage which might be caused by the negligence of THE RELEASEES

**DESCRIPTION OF RISKS**

In consideration of my participation in **Kayuhan Pecah Lemak Raya** program and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with **Kayuhan Pecah Lemak Raya** program and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during **Kayuhan Pecah Lemak Raya** program and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illness resulting from any meal arranged for me by **Kayuhan Pecah Lemak Raya** organizers;
- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in **Kayuhan Pecah Lemak Raya**;
- Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the Releasees;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities; and
- Other risks associated with being a spectator or of being present at a crowded, outdoor or indoor venue.

**MEDICAL/HEALTH & TRAVEL INSURANCE**

1. I **AM SOLELY RESPONSIBLE** to select and purchase adequate medical/health insurance. The Releasees will provide **no** medical/health insurance. In the of a medical/health problem, the Releasees accept no responsibility for

any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

2. I **AM SOLELY RESPONSIBLE** to select and purchase adequate travel insurance. The Releasees will provide **no** travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept **no** responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

**INDEMNIFICATION AND RELEASE OF LIABILITY**

- In return for allowing me to voluntarily participate in the program and all related activities, I agree:
1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participation in the **Kayuhan Pecah Lemak Raya** program and all related activities, even though such risks may be caused by the negligence of the Releasees;
  2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating **Kayuhan Pecah Lemak Raya** program and all related activities, even though such injury, loss or damage may have been caused by the negligence of the Releasees;
  3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the **Kayuhan Pecah Lemak Raya** program and all related activities;
  4. **TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES**, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in **Kayuhan Pecah Lemak Raya** program and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of The Releasees

**MEDICAL CONDITIONS**

1. I agree to advise the organizers of the Event prior to the start of the activity of any existing medical conditions or injury

**ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT**, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

**SIGNED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Kangar, Perlis.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address & Phone No. of Witness