

## LASER VIRTUAL TRIATHLE SERIES 2021 WAIVER (PENTACTICS PTE LTD)

### IMPORTANT

This is a legal document that affects your rights. If you are uncertain about any terms in this document, you should obtain independent legal advice before signing.

These terms and conditions apply to all events conducted by Pentactics Pte Ltd (hereafter referred to as "Pentactics"). Pentactics may require you to sign this agreement on the date of the event even though you have entered and accepted online.

By participating in the Laser Virtual Triathlon Series 2021 (the 'Event') you will be assumed to have read and agreed to the terms and conditions set out on the [www.pentactics.sg](http://www.pentactics.sg) website and within the Event online registration system, whether you have signed this agreement or not.

If another person has entered you in the Event, that person is assumed to be your agent and that person has accepted on your behalf all the terms and conditions set out on the [www.pentactics.sg](http://www.pentactics.sg) website and within the Event online registration system.

### I understand and agree:

1. I will review all materials received, accurately complete and agree to the registration information, documents and process, and obey all rules and policies. These rules and policies include the final race preparation information which is available to read on [www.pentactics.sg](http://www.pentactics.sg);
2. If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf.
3. My final acceptance and participation in the Event is contingent upon Pentactics's receipt and review of all required information and forms, including this waiver;
4. I will follow all digital, printed and verbal instructions while visiting any event-related venue. An inherent risk of exposure to COVID-19 exists in any public place where people are present. By visiting an event-related venue, I voluntarily assume all risks related to exposure to COVID-19;
5. I understand the risk of contracting communicable disease(s), including but not limited to COVID- 19, from other person(s) (including but not limited to any co-participant; spectator; Pentactics staff, representative, volunteer, or contractor; and/or any other person(s)) before, during, and/or after the Event and other activities.
6. I authorise and consent to Pentactics staff, representatives or contractors to conduct public health safety screening and contact tracing activities by methods selected by Pentactics.

7. While participating in the Event, I agree to comply with any public health and/or safety directions of Pentactics staff, representatives or contractors; police; or government or health authorities.
8. While participating in the Event, I agree to comply with all traffic laws and directions given by Pentactics staff, representatives or contractors, police, or other officials.
9. Pentactics contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activities participants will engage in. I acknowledge that Pentactics does not supervise or control these independent contractors. In addition, it is accepted that activities take place on premises or at facilities not owned or controlled by Pentactics;
10. The information provided in this waiver is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Pentactics cannot assure my safety or eliminate all risks. Pentactics representatives are available should I have further questions about the activities or the associated risks;
11. I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities may require extreme fitness and endurance and that I have the appropriate conditioning and fitness;
12. I am voluntarily participating in the Event with knowledge of the risks associated with virtual run, virtual swim and onsite laser shooting. These risks include but are not limited to accidents involving vehicles and/or pedestrians, and personal injury.
13. I understand that Pentactics does not provide medical insurance coverage for participants in the Event and that I am responsible to ensure that I take any necessary applicable insurance coverage to take part in this Event.
14. I authorise Pentactics staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by Pentactics, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.
15. I agree to provide the name and contact phone number of a person, who is not a participant in this Event, who can be contacted in the event of an emergency and will be available during and after the Event.
16. I waive, release, and indemnify Pentactics, all their employees, agents, officers, directors, volunteers, representatives, and all other relevant Event-related parties, including but not limited to the Technical Delegate and Technical Officials, sponsors, officials, contractors, governmental authorities, hotel partners, other Event partners)

for and against liability from any and all claims relating to the Event for my death, disability, personal injury, loss, or action of any kind that may occurred to me as a result of my participation in this Event, whether caused by negligence or otherwise.

17. Pentactics is providing a recreational service and Pentactics excludes any liability for the death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), the contraction, aggravation or acceleration of a disease, the coming into existence the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to a participant that is or may be harmful or disadvantageous to the participant or the community or may result in harm or disadvantage to the participant or the community.
18. I respect the rights, dignity and worth of every individual at the event including participants, volunteers, contractors and spectators. I will at all times act professionally and responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance;
19. Any dispute or claim/s I may have arising out of, relating to or in connection with this waiver, my enrolment or participation in the activities, or any other aspect of my relationship with Pentactics shall be governed by the laws of Singapore.
20. Pentactics, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, public health risks, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Pentactics, there shall be no refund of the Event entry fee or any other costs incurred in connection with the Event.
21. Pentactics reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify participants from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree that Pentactics is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that Pentactics denies or disqualifies me from the Event (either before or during the Event), Pentactics will not refund me any entry fees where I have misrepresented my eligibility to participate in the Event at the time of entry or have breached any of the conditions of this waiver. If I wish to withdraw from any Pentactics event, I must follow up with an email and a written reply from us. Should I send an email of withdrawal 1 week before the competition, there won't be any

refunds. Refunds will only be made on a case by case basis with the email and a written reply.

22. Once the registration form has been processed, there will be no refund of entry fees for participants who, for whatever reason, eventually do not take part.
23. Changes to race category are permitted. An admin fee of S\$20 will apply per change. All changes must be made by registration closing date.
24. My Event registration is non-refundable and not transferable to other people. Any attempt to transfer my entry or allow another person to participate under my name may result in cancellation without refund, insurance being deemed as void and disqualification from participating in future Pentactics events.
25. I agree that I have to select a time slot to race from Pentactics chosen portal. If I cannot race at the selected time slot, I agree to release my slot so another participant can have the opportunity to take it, and then book myself another suitable time slot before I can race.
26. I am fully responsible for the security of my personal possessions at the Event and Pentactics will not be liable for the replacement of any personal possessions.
27. I will immediately advise Pentactics or an Event Official if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe.
28. I will immediately advise Pentactics or an Event Official if I believe or become aware that another participant in the event requires medical attention.
29. I grant to Pentactics, its affiliates, partners, sponsors, and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph, social media post and/or visual likeness of me and/or my family members (collectively "images"), with right to use it, without compensation, for the purpose of marketing the event and related products and services in any media, including but not limited to broadcasts, photographs, publications, brochures, internet websites, social media platforms, television, and/or in any related commercial, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by Pentactics and I waive any inspection or approval rights. I understand and agree that my name, gender and age group will be available to the public before, during and after the Event. In addition race results will be available to the public before and after the Event.
30. I consent to Pentactics providing my personal details to our official photographer who may contact me via email to alert me when photos from the Event are available on its website.
31. I consent to my name and contact details being included on the Event database and that unless I specify to the contrary, I will be subscribed to various Pentactics related

publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt out of these services at any time.

32. I agree that if I choose not to be included on the Pentactics event database I will still receive newsletters relating to the event in which I have registered. I also agree that it is my responsibility to obtain information and event updates from the Event website, [www.pentactics.sg/virtuallasertriathle](http://www.pentactics.sg/virtuallasertriathle) (if applicable).
33. In regard to my relationship with Pentactics, I agree that the contents of this waiver will take precedence over any other waivers or contracts I may sign (for parties other than Pentactics) in connection with these activities.
34. This waiver is effective in regard to participant's enrolment or participation in the activities from the date registered through the completion of all activities, and this waiver shall remain in full force and effect following completion of all activities.
35. Pentactics may assign this waiver to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this waiver.
36. I declare to my knowledge that my child/ward/individual\* had not been a possible exposure to any community cases or clusters.
37. Pentactics reserved the rights to withdraw any participation for the physical shooting should the event official or staff found that the participants did not meet the criteria set out by the safe management measures task force. Participants will be denied entry to the official venue and advised to seek medical help immediately.
38. Should there be a withdrawal from onsite shooting, no partial refund or refund of fees for the physical shooting at all.
39. Pentactics reserve the final decision and rights, should there be any discrepancy.