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SLEDGEHAMMER PARTICIPATION AND WAIVER FORM

[PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.]

I, the undersigned, by signing this, understand and agree on behalf of myself and my heirs/assigns/legal representative/executors, that participation in any and all activities of the event Sledgehammer ("Event") conducted by Parkour Mumbai ("Company") at the Sports Training Center, Kandivali, owned by the Sports Authority of India ("Venue"), which includes both the Sledgehammer Challenge ("Challenge") and pre and post-challenge activities ("Related Activities") and the use of property, facilities, and equipment in the Event is strictly voluntary and solely at my discretion. Further, in addition, I also acknowledge and agree to all that is mentioned below:

1. I acknowledge and agree that the Event consists of challenges which will test my/the player's physical and mental limits by pushing them to the extremes. These challenges present with them certain risks of minor to severe, temporary or permanent injury, including but not limited to bruises, scrapes, temporary or permanent scratches and/or marks, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, severe illness, infection, temporary or permanent disability, paralysis, or death. Understanding these facts, I knowingly, willingly and voluntarily choose, assume and accept to take these risks in order to participate in the said Event;
2. I further understand and confirm that medical and health insurance is solely my responsibility. I hereby agree that the Company has strongly recommended that I/the player have a proper and appropriate medical and health insurance in effect so as to cover my/the player's injury/illness that may be caused as stated above or otherwise to me by my participation in the Event. I understand that the Company does not provide for any insurance for any injury or illness which occurs as a result of participating in the Event;
3. I understand that there are no medical personnel or medical equipment present at the Venue of the Event and I am solely and entirely responsible for any injury to me/the player that may result out of my/the player's participation in the Event;
4. In the event of emergency, accident, illness or any other incapacity which occurs to me/the player while performing any activity in the Event, I hereby give my irrevocable permission/consent to be treated by a medical practitioner or to be admitted to a hospital, if required. However, I hereby agree that I shall be responsible for all medical and emergency expenses including but not limited to costs of medical care and treatment, ambulance and other medical transportation services, hospital stays or physician services, incurred on my/the player's behalf regardless of whether I have been consulted for such expenses before disbursement, or in other or words I have authorized such expenses;
5. I expressly assume and undertake all risks and take full responsibility for any and all damages, liabilities or losses that may be caused or incurred to me/the player, or to the Company or the Venue, as a result of my/the player's participation in the Event. Further, I agree that any liability, loss or damage that may be caused or incurred to the Company due to any commission or omission of any act by me/the player, I shall make good the said liability, loss or damage suffered or incurred by the Company. Also, any liability, loss or damage that may incur to the Venue where the Event is proposed to be conducted due to any reasons attributable to me/the player, I promise to reimburse the Company as and when demanded all the expenses it (the Company) may have incurred in order to make good the liability, loss or damage suffered or incurred by the Venue;
6. I hereby confirm that it is my responsibility to determine whether I/the player am/is sufficiently fit, healthy, and skilled to participate in the Event and hereby commit/promise to be in good health and in proper physical and mental condition on the day of the Event in order to safely participate. Further, I declare/certify that I/the player have/has no known physical or

mental condition that would make me/the player unfit to participate in the Event or would create a risk or danger to myself/the player, or to other participants, spectators, or Company, Event or Venue personnel;

7. I understand that the activities in the Event are an extreme test of human physical and mental limits that I/the player may not be able to safely complete despite being sufficiently fit and healthy. Hence, it is my/the player's responsibility to continuously monitor my/his own physical and mental condition while performing various activities in the Event and to immediately withdraw from the activity and to inform the appropriate personnel if at any point in time I/the player feel/s that my/his continued participation would pose a threat/danger to myself/himself or to other participants or spectators or Company, Event or Venue personnel;
8. (i) I further acknowledge that I shall not be repaid or refunded any portion of participation fees paid for the Event in any of the following cases:
 - a.) I/the player decide/s to withdraw from the Event for any reasons whatsoever including but not limited to the reasons stated in clause no. 6 and/or 7; or
 - b.) if the Participant is expelled from the Event for reasons stated in clause no. 9; or
 - c.) if the Participant is not allowed to participate in the event after paying registration fees due to reasons stated in clause no. 22; or
 - d.) if the event is cancelled or rescheduled for reasons as stated in clause no. 21; or
 - e.) I/the player am/is unable to attend the Event on the scheduled date; or
 - f.) I/the player am/is unable to attend the Event on the rescheduled dates; or
 - g.) for any other reasons.

(ii) However, I/the player shall be entitled to get a refund if the Event is canceled by the Company for reasons other than mentioned in clause no. 21. It is hereby further stated for the sake of clarity that I shall under no condition be entitled to any refund if I/the player am/is unable to attend the Event for any reasons whatsoever on the rescheduled dates of the Event;
9. I agree that I/the player shall exhibit civil behavior at all times and participate in the Event with a co-operative and positive attitude. I/the player shall obey all the rules and regulations of the Event and of the Venue as instructed by the Company. I hereby further agree that the Company has the right to dispel me/the player if I/the player am/is seen misbehaving or using foul language with Company, Event or Venue personnel, participants, or spectators, or flouting any of the rules or safety measures asked to be observed by the Company or the Venue. I further agree not to argue with or challenge the decision of Company, Event or Venue personnel on any basis at any time, or create any ruckus on being dispelled from the Event, and hereby agree that I/the player shall immediately leave the Venue of the Event. The decision of the Company with regards to any activity of the Event shall be final. It is specifically mentioned that no littering in and around the Venue is allowed and I hereby covenant and promise to not litter in and around the Venue, and if I/the player am/is seen breaking this rule, I/the player shall be charged Rs. 500/- (Rupees Five Hundred only) by the Company as a penalty per instance of littering;
10. I agree that rules for each round of the Challenge shall be explained to me verbally before commencement of the said round and I shall strictly abide by all the said rules. I hereby further agree that full and final decision of determining the winner/loser status of the individual rounds/the Challenge lies solely and exclusively with the Company. I agree and covenant that I shall not challenge any of the aforesaid decisions of the Company for any reasons, whatsoever.
11. I understand that there are two categories of winners in the Challenge - one who successfully completes all five rounds as per the rules of the Challenge, that is to say, the entire Challenge, hereby referred to as the "Challenge Winner"; and one who successfully completes an individual round within the Challenge, hereby referred to as a "Round Winner". A participant can be a Round Winner for any four of the five rounds within the Challenge, but if the same participant completes all five rounds successfully, he becomes a Challenge Winner and is no longer counted as a Round Winner.
12. I hereby agree to the Company's policy regarding distribution of prizes to winners and the criteria under which a player shall be eligible for a prize, which is as under:
 - a.) Challenge Winner(s) shall be eligible for a cash prize of Rupees Five Thousand (5000/-) only, which shall be subject to tax deduction at source, as per the Indian Income Tax Act, 1961. All cash prizes will be paid to Challenge Winner(s) by cheque, which shall be sent by courier to the address mentioned on the registration form of the respective Challenge Winner(s) within eight (8) working weeks from the date of the Event. Challenge Winners will not be eligible to receive any cash at the Venue or at the Event.
 - b.) The nature of prizes available for Round Winners shall be explained to me/the player verbally before the commencement of the Event. Round Winners will not be eligible for any cash-based prizes. Examples of the nature of prizes available to Round Winners are Parkour Mumbai merchandise like t-shirts, caps etc., or other merchandise and gift items. The nature of items given out as prizes for Round Winners are subject to change from one Event to the other, and will be clarified to participants before the commencement of each Event. All non-

cash-based prizes will be distributed to Round Winners at the Venue of the Event, after completion of the Event, subject to availability of stock. If a prize item is unavailable, or gets out of stock, it shall be sent to the Round Winner(s) by courier to the address mentioned on the registration form of the respective Round Winner(s) within eight (8) working weeks from the date of the Event.

13. Prizes are personal to the Challenge Winner or to the Round Winner and cannot be transferred or exchanged.
14. The Company confers no warranty of any manner on any non-cash based prize, and will not entertain any claims whatsoever with respect to such prizes. To the fullest extent allowable by law, the Company specifically disclaims any representations or warranties, expressed or implied, regarding the prizes, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
15. The Company shall not be responsible for any loss, injury, claims, damages or any other liability whatsoever during the transport of the prizes to the winners.
16. I understand and agree that if the Company improperly denies any prizes to me upon my winning the Challenge or individual rounds in the Challenge, The Company's entire liability and my sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the Challenge, I/the player waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the act, event, condition or omission upon which the claim or action is based.
17. All or any notices or other communication required hereunder from the Company to the Participants/Challenge Winner(s) or Round Winner(s) shall be sent to them through e-mail on the email ids of the Participants/Challenge Winner(s) or Round Winner(s) mentioned on their respective registration forms.
18. I hereby for myself, my heirs, executors, administrators and family waive, release, discharge and agree to indemnify and hold harmless to the fullest extent permitted by law, Parkour Mumbai, its proprietor, employees, personnel, agents, participants, and volunteers, Sports Authority of India, its directors, employees, officers, personnel, agents, any and all individual members thereof, sponsors of the Event, and all other persons and organizations in any way connected with the Company, the Event or the Venue, from any and all claims (including but not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions at the site of the Event, the Venue, or elsewhere; and claims for medical or hospital expenses, including medical transportation services), demands, damages, costs, expenses and compensation, of any kind or nature (including direct, indirect, incidental, special and/or consequential), that I/the player may have as a result of or arising out of my/the player's participation in any activity of the Event or my/the player's travel to or from the Event, or in any way related to any injury or other damage that may result to me/the player or to members of my/the player's family or other individuals whom I invite or for whom I/the player am/is otherwise responsible while participating in or present at the Event, including any physical or other injury caused by the negligence of any person or the Company or the Venue;
19. I further agree that I will defend, indemnify and hold harmless Parkour Mumbai, its proprietor, employees, personnel, agents, participants, and volunteers, Sports Authority of India, its directors, employees, officers, personnel, agents, any and all individual members thereof, sponsors of the Event, and all other persons and organizations in any way connected with the Company, the Event or the Venue, from all claims, damages, fees and expenses (including reasonable attorney fees), demands and causes of action, directly or indirectly arising out of any breach or alleged breach of this Understanding, or any claim, demand or action which is inconsistent with any representation of facts, agreement or grant of rights made or assumed by me/the player hereunder;
20. I hereby grant permission and authority to the Company to use my/the player's photograph and/or any other record of my/the player's participation in the Event as and when required by the Company for any legitimate purpose, including but not limited to marketing and advertising purposes. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Event by the Company, its affiliated entities or contractors, and/or the media becomes the sole property of the Company. I further understand that the Company, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings etc.;
21. I acknowledge and agree that the Company reserves the right to cancel or reschedule the Event in the event of Force Majeure. I acknowledge that the Company in its sole discretion may delay, modify or cancel the Event if natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that "Force Majeure" is defined to mean any event/cause beyond the Company's reasonable control, including but not limited to weather, strikes or labour disputes, war, terrorist acts, riots or civil disturbances, government regulations, act of civil or military authorities, or acts of God. In the event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to any refund of my entry fee or any other costs incurred in connection with the Event;
22. I hereby declare that I am an adult above eighteen (18) years of age and that I shall carry with me to the Venue of the Event a photocopy of my age and identity proof (passport/driving license/voter's card being examples of documents accepted) / I hereby declare that I am a minor under eighteen (18) years of age and that I shall bring along with me my parent(s) to supervise me and to sign the consent and acknowledgement appended herein below. It is hereby understood that carrying the identity and age proof documents stated above is mandatory for all participants, and if minor, being accompanied by a parent is mandatory, failing which I/the player shall not be allowed to participate in the Event despite

having paid participation fees in advance and shall also not be entitled to get any portion of participation fees in refund. Furthermore, if any of the facts declared or represented herein in this Form are proved to be false, and come to light after having registered for the Event, then I/the player shall be immediately removed/stopped from participating in the Event without a refund;

23. The above represents the entire understanding between the Participant and the Company and shall bind the participant to the fullest extent of this understanding. If any provision of this understanding is declared by any court of competent jurisdiction to be illegal, void or unenforceable, all the other provisions of this understanding shall not be affected and shall remain in full force and effect;

24. This Understanding shall be governed by and construed in accordance with the laws of India. The Parties hereto unconditionally submit to the exclusive jurisdiction of the court of Mumbai for the determination of any dispute which may arise out of or in connection with this Understanding.

CONSENT AND ACKNOWLEDGEMENT

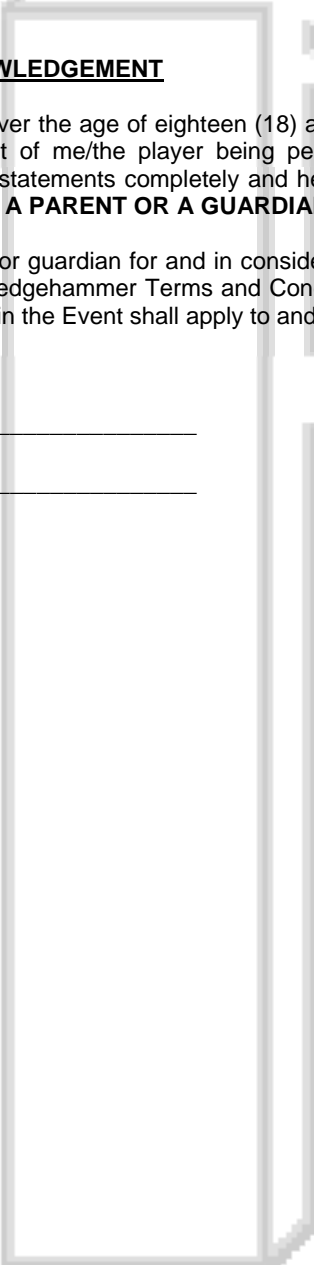
I hereby admit that I am over the age of eighteen (18) and have the power and authority to agree to the terms stated above which are a condition precedent of me/the player being permitted to participate in the Event. I further state that I have read and understood the foregoing statements completely and hereby sign this form willfully and in my full senses. **MINORS MUST HAVE THE ABOVE SIGNED BY A PARENT OR A GUARDIAN.**

I, the undersigned parent or guardian for and in consideration of my child's/family member's participation in the Event, state that I have carefully read the Sledgehammer Terms and Conditions of Participation and Waiver and expressly agree that the terms and conditions of participating in the Event shall apply to and be binding upon me and my minor child.

Name: _____

Date: _____

Signature



Name: _____

Date: _____

Signature of Parent/Guardian
(if applicant is a minor)

