



GREENRACE AGREEMENT AND LIABILITY WAIVER

EVENT ORGANISERS

TGR INTERNATIONAL LIMITED THE GREEN RACE
1909 Clifford Centre
778-784 Cheung Sha Wan Kowloon, Hong Kong

TEAM CONTACT

team@tgr.run

To our GreenRace/GreenRetreat Participant:

1. Please fully review and acknowledge the below agreement as your future legal rights will be affected.
2. By registering and participating in any GreenRace event you acknowledge and agree all terms set forth below have been fully understood by you and will be adhered to at all times.
3. Our events include, but are not limited to: road & trail races, training sessions, local and overseas retreats.

To the Directors of TGR International Limited (from the GreenRace / GreenRetreat Participant):

By entering and participating at our GreenRace / GreenRetreat Event, I, and any personal representatives, assigns, heirs, executors, successors and next of kin, accept the rules, conditions, and regulations of the event and will comply with them at all times:

1. I acknowledge that I am responsible for myself at this event and have purchased adequate private travel insurance for the GreenRace / GreenRetreat Event.
2. I understand that by participating in the Event there are risks of injury, death and/ or loss. I hereby enter the Event at my own risk and responsibility. I discharge the Organiser and any other individual organisation connected directly or indirectly with the Event from any responsibility in the event of injury, death or loss of property incurred during a consequence of or while travelling to or from the Event.
3. I confirm I am physically fit and capable of participating in this Event and have not been otherwise advised by a qualified medical practitioner.
4. I understand and accept that the risks include the fact I may become injured or incapacitated in a location in another country and agree to accept all costs incurred from a medical emergency.
5. To the extent permissible by applicable law, I hereby for myself, my heirs, executors and administrators, waive, release and discharge **TGR INTERNATIONAL LIMITED**, its directors, officers and employees, all sponsoring company(ies) or agency(ies) or individuals involved in the event from responsibility for any injuries damages I may suffer as a result of my participation in **GreenRace / GreenRetreat Event** and other related GreenRace Events.
6. I consent to receive medical treatment which may be deemed advisable during the event and understand that I am solely responsible for all costs relating to medical transportation and/or evacuation.



7. I permit the use of my name, in photos, broadcasts, newspapers, brochures and other marketing directly related to GreenRace and GreenRetreat events.
8. As a participant, I certify that I am in good health, am able to participate in this event and that all information provided on this form is true and complete.
9. I understand that my personal data may be utilised by **TGR INTERNATIONAL LIMITED** and/or shared with partners and sponsors for the purposes of direct marketing.
10. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/ herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold TGR INTERNATIONAL LIMITED harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against TGR INTERNATIONAL LIMITED, you agree, immediately upon request or demand by TGR INTERNATIONAL LIMITED, to defend, indemnify and hold TGR INTERNATIONAL LIMITED harmless from all Liabilities which may be incurred as the result of such claim.
11. **RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE TGR INTERNATIONAL LIMITED AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.**
12. **TGR INTERNATIONAL LIMITED SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TGR INTERNATIONAL LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE TGR INTERNATIONAL LIMITED SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE TGR INTERNATIONAL LIMITED SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY TGR INTERNATIONAL LIMITED; (D) PERSONAL INJURY NOT CAUSED BY TGR INTERNATIONAL LIMITED'S GROSS NEGLIGENCE; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE TGR INTERNATIONAL LIMITED SITES; (G) ANY OTHER MATTER RELATING TO THE TGR INTERNATIONAL LIMITED SITES, OR TGR INTERNATIONAL LIMITED PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT TGR INTERNATIONAL LIMITED'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY TGR INTERNATIONAL LIMITED FROM YOU.**



13. Applicable Law; Consent to Jurisdiction. You agree that the statutes and laws of Hong Kong, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with **TGR International Limited** relating to this Agreement and Waiver resides in the courts of **Hong Kong**, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of **Hong Kong** in connection with any such dispute including any claim involving **TGR International Limited**.

14. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW .

PRINTED NAME:

SIGNED:

DATE:

EVENT NAME:



TGR INTERNATIONAL LIMITED CONTACTS

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FIND UPCOMING GREENRACE EVENTS HERE:

www.events.tgr.run