

**WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE and PUBLICITY RELEASE FORM ("Participant Agreement")**

Participant's Name: \_\_\_\_\_ Team/Organization: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

Parent/Guardian Name (if Participant is a minor): \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Indonesian Cheer Association (ICA) is the organizer ("Organizers") of the ICU Asian Cheerleading Championship (ACC) and Bali International Cheer Open (BICO) 2023 ("Event") which will be held on 20-22 October 2023 at Werdhi Budaya Art Centre, Bali ("Venue"). Organizers include any external event management company or service providers which ICA appoints to run the Event. Additions and replacements of the term and conditions of this form must be in writing and must be accepted and signed by all contracting parties.

**LIABILITY RELEASE:** In consideration of Participant's participation in the cheerleading or other activities conducted by Organizers at the Venue, on or about Event Date, pursuant to the Event, I (hereinafter on behalf of myself or, if Participant is a minor, on behalf my child/ward) agree to assume all of the risks inherent in any such activities (which risks may include, among other things, muscle injuries, broken bones and other risks from falls), and, release and forever discharge each of the Organizers and officials, corporate sponsors, and production staff of and from all claims, judgments, losses, liabilities, damages, costs and expenses of any nature ("Claims") arising out of or in any way connected with Participant's participation in the Event and/or any activities conducted at the Event and/or otherwise occurring on the Event premises during Participant's visit to the Venue for the Event, and/or otherwise occurring during the course of Participant's travel to or from the Venue for the Event; and I further agree to defend, indemnify and hold harmless the Organizers and officials, corporate sponsors, and production staff from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs. I understand that this release and indemnity agreement includes, without limitation, any Claims based on negligence, action or inaction of the Organizers and officials, corporate sponsors, and production staff, except for gross negligence, and covers personal and bodily injury (including death), and property damage, whether suffered by Participant's before, during or after participation in the Event, and covers any claim from lawful publication or any other lawful use of any photograph, videotape or narrative in any media. This release and indemnity form shall be governed by the laws of the Republic of Singapore.

**SUPERVISION:** A chaperone/adult (age 21 and above) is required to attend with any minor Participant. I acknowledge that the Organizers are not responsible for supervising Participant.

**APPEARANCE AGREEMENT:** I understand that the Organizers will arrange for photography during the Event which may include Participant and that the Organizers will arrange the proposed television program, videotapes, DVD's, podcasts and videocasts that may feature the Event ("TV Program"). I further understand that the TV Program may be televised at any number of television networks, and may be televised elsewhere throughout the world for an unspecified number of runs. I hereby grant the Organizers, their successors, assignees, licensees, sponsors and television networks and all other commercial exhibitors the exclusive right to photograph and/or videotape Participant and further utilize my Participant's name, event participation, hometown, face, likeness, voice and appearance as part of the TV Program, or in any other media, in advertising and promoting the TV Program and in advertising and promotions related to the Organizers without reservation or limitation. In granting this license, I understand that the Organizers are not under any obligation to exercise any of their rights, licenses and privileges herein granted. I waive any right to inspect or approve the program, promotion or copy.

**RESPONSIBILITY DISCLOSURE NOTICE:** The Organizers act only as an agent in connection with the tour offered herein and its liability is limited. The travel services including carriage by land, hotel accommodations, and related services are provided by independent third parties not under the control of the Organizers. The Organizers shall not bear any liability to the passenger or any other person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of the Organizer. The Organizers shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in this tour have his or her attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by completing the registration. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between the Organizers and any person other than the passenger and any person claiming by or through the passenger.

**DATA PROTECTION:** All information, photos or videos of Participant gathered in the course of the Event can be handed over to third persons or can be published without any claim of refunding in regard to the participant. I agree that all my personal information needed for the execution of the Event is recorded by the Organizers in digital form or in writing. Organizers will acquire copyright and all other rights on all media material (photos, videos, etc.) which will be produced during the Event.

**MEDICAL RELEASE:** I authorize the Organizers to procure at my expense any medical care reasonably required by Participant during his/her visit at hospitals or facilities chosen by the Organizers. I have listed below any medication that Participant is currently taking. I will ensure that Participant brings the medication with him/her to the Event and that Participant is responsible for taking the medication. I have also listed below any medications Participant is allergic to and pre-existing medical condition(s).

Medications (if any): \_\_\_\_\_

Medication allergies (if any): \_\_\_\_\_

Serious illness, injury or medical treatment over last 6 months, if any:

Name of Emergency Contact (not travelling to Event): \_\_\_\_\_ Phone: \_\_\_\_\_

The contents herein have been read and fully understood by me and I have signed this document voluntarily and on my own free will.

\_\_\_\_\_  
Signature of Participant or Parent/Guardian (if Participant is a minor)

\_\_\_\_\_  
Date