



Charity Bike 'n' Blade 2009

RELEASE, WAIVER & INDEMNITY FORM

Note: All participating bikers and volunteers (each, a "Participant") must complete and sign one (1) form each. For Participants who are minors (i.e. below the age of 21), this form must also be signed by their parent or legal guardian. Kindly delete where inapplicable.

Section 1: Participant's Personal Particulars

Full Name: Mr/Mrs/Ms/Madam: _____

NRIC/FIN/Foreign Passport No. (please state country): _____

Nationality: _____

Date of Birth: _____ Age: _____

Occupation: _____

Country of Residence (if it is not Singapore): _____

Address: _____

Telephone Nos.: Home _____ Office _____ Mobile _____

Email Address: _____

Role (please tick): Cyclist Volunteer Others _____

Section 2: Particulars of Participant's Parent / Legal Guardian / Next-of-Kin (where Participant is a Minor – Under 21 years old)

Full Name: Mr/Mrs/Ms/Madam _____

Relationship to Participant: _____

NRIC/FIN/Foreign Passport No. (please state country): _____

Address: _____

Telephone No.: Home _____ Office _____ Mobile _____

Email: _____



Section 3: Medical Questionnaire

The following information is solely for the purpose of facilitating and enabling the medical staff on hand during the Event (as defined below in Section 4) to provide proper care to the Participant in the event of accident or illness, and subject thereto, will be kept in strictest confidence.

1. What is your blood type? _____

2. Do you have any current or recurrent medical condition for which you are being treated by a doctor?
Yes/No
If yes, please state: _____

3. Are you on medication? Yes/No
If yes, please state: _____

4. Are you allergic to any medication? Yes/No
If yes, please state: _____

5. Are you hypersensitive to insect stings or bites? Yes/No

6. Any additional details? Please provide _____

Section 4: Release, Indemnity & Waiver Agreement

1. In this section, the following words shall have the following meanings:

“**Agreement**” means this Release, Indemnity & Waiver Form.

“**Event**” means Charity Bike ‘n’ Blade 2009, a charity fundraiser in aid of The Salvation Army Peacehaven Nursing Home slated to take place on 5 September 2009 through 6 September 2009 (both dates inclusive), details of which are available on www.charitybnb.com.sg, and includes for the purposes of the Agreement, all training sessions and meetings conducted by the Organiser in relation thereto.

“**Organiser**” means The Salvation Army.

“**Released Parties**” means the Organiser, its parent(s), its related and affiliated organisations, and the officers, directors, employees, agents, advisers, consultants representatives, successors-in-title and permitted assigns of each of the foregoing entities.

2. In consideration of the Organiser's acceptance of my and/or my child/ward's participation in the Event, I agree to the terms and conditions set out in this section.
3. I agree to assume the risks involved in and incidental to such participation and use (which risks may include but not be limited to muscle injuries, broken bones and insect bites) and, on my own and/or on my child/ward's behalf, and on behalf of my and/or my child/ward's heirs, executors and administrators, release and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my and/or my child/ward's participation in the Event.
4. I further agree to indemnify and hold and save harmless each of the Released Parties against any and all such liabilities, claims, actions, damages, costs or expenses including but not limited to all solicitors' fees and disbursements.
5. I understand that the scope of this Agreement includes any claims based on the negligence, action, inaction or omission of any of the Released Parties and covers bodily injury (including death) and property damage, whether suffered by me and/or my child/ward, before, during and after participating in the Event.
6. I declare and warrant that I and/or my child/ward am/are physically fit and do not have or am/are suffering from any ill health that will interfere with or impede my and/or my child/ward's voluntary participation in the Event.
7. I agree and acknowledge that the information furnished in Section 3 herein and titled “Medical Questionnaire” is solely for the purpose of facilitating and enabling the medical staff on hand during the Event to provide proper care to me and/or my child/ward in the event of accident or illness at any time during the Event, and that such information is not intended to be a waiver (whether in whole or in part) of the terms and conditions of this Agreement.
8. I further authorise medical treatment for myself and/or my child/ward, at my cost and expense, if the need arises.
9. I unconditionally grant the Released Parties the right to photograph, film, videotape record and/or otherwise reducing into material form, me and/or my child/ward and further, to use my and/or my child/ward's name, likeness, pose, voice, statements appearance (including any performance of any activities), any biographical material concerning me and/or my child/ward, and any reproductions or adaptations thereof, and the edit of the same (collectively, the “**Performance**”) in connection with the Event (including for this purpose, the broadcast, exhibition, publicity, advertisement and/or promotion of the Event), in whole or in part, without restriction or limitation and for an unlimited number of times, in or through any and all media formats (now existing or developed in the future), throughout the universe in perpetuity without reservation or limitation, and forever release the Released Parties from any right I and/or my child/ward may have in connection with the foregoing use of the Performance, such that, for the avoidance of doubt, the Organiser shall be the sole and exclusive owner thereof with full ownership and usage rights.
10. However, I understand and acknowledge that the Released Parties are under no obligation whatsoever to exercise any of the said rights granted under Clause 9 herein, or to use in any manner the Performance, whether in whole or in part, and in the event that the Performance is so used, I shall not at any time object to or raise any claim against the Released Parties for such usage of the Performance.
11. I declare and warrant that no part of the Performance or the appearance of myself and/or my child/ward in relation thereto is obscene, defamatory, derogatory or offensive, nor would expose the Released Parties to any civil or criminal proceedings, nor violate or infringe upon the rights of any third party, nor give rise to any claim whatsoever.



12. I acknowledge and agree to participate (and/or to procure my child/ward's participation) in such promotional and publicity activities and/or press/media interviews in relation to the Event as the Released Parties may reasonably request from time to time, and to render all necessary assistance as may be required in this regard.
13. I declare, represent and warrant that all information furnished in the preceding sections herein are true and accurate as at the date of my signing this Agreement and shall, unless I notify the Released Parties to the contrary, continue to be true and accurate.
14. By signing and submitting this Agreement, I acknowledge my having read, understood and voluntarily agreed to the above terms and conditions.
15. This Agreement shall be governed by the laws of the Republic of Singapore and in the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement, or any breach thereof, I agree that I will not resort or proceed to litigation or any other form of dispute resolution unless I have first made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre for the time being in force. I further agree to participate in such mediation in good faith and undertake to abide by the terms of any settlement reached. If, and to the extent that, any such dispute has not been settled by mediation within thirty (30) days of the commencement of the mediation, it shall be adjudicated and finally resolved by the courts of the Republic of Singapore, and I agree to submit to their non-exclusive jurisdiction.
16. Save for the parties specifically mentioned herein, any person or party who is not a party to this Agreement whether or not any benefit is conferred or purported to be conferred on him or her directly or indirectly has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of this Agreement.

Signature of Participant

Signature of Witness

Date: _____

Name: _____

NRIC/FIN/Passport No.: _____

Tel: _____

Date: _____

(Where Participant is a minor – under 21 years old)

Signature of Parent/Legal Guardian

Signature of Witness

Name:

Name:

NRIC/FIN/Passport:

NRIC/FIN/Passport No.:

Tel:

Tel:

Date:

Date: