

JBWR Waiver

In consideration of the following and the opportunity to participate as an entrant or competitor in the Cayman Islands Crisis Centre Jingle Bell 5K 10K Walk/Run (the "Event") to be held on **Sunday, 8th of December 2024 at 7:00a.m.**, I, for myself, my heirs, executors, administrators, successors and assigns, and any minor for whom I am signing this waiver (collectively, the "Releasers"), hereby fully release, waive and forever discharge the Cayman Islands Crisis Centre, the Cayman Islands Government, Dragon Bay (Freehold) Ltd., Dragon Bay Ltd and each of their affiliates, holding and subsidiary companies, shareholders, directors, officers, agents, contractors, employees and volunteers (collectively, the "Indemnified Parties") of and from all claims, demands, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to myself or the Releasers or any property however caused, arising or to arise in connection or in association with the Releasers' participation in the Event, whether as a spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the Event. The Releasers further hereby undertake to defend and hold harmless and agree to fully indemnify, and keep fully indemnified, the Indemnified Parties from and against all liability incurred by any or all of them as a result of, or in any way connected or associated with, the Releasers' participation in the Event. By submitting and signing this form the Releasers acknowledge, having read and agreed to the above waiver, release and indemnity, that it is understood this document constitutes a complete waiver of their right to commence any legal proceedings.

The Releasers further acknowledge that they understand there are risks associated with participating in the Event and that they are physically fit to participate in this Event and that they have had the opportunity to examine the condition of the property used for this Event and accept that they use it at their own risk and understand it is not fit for purpose.

The Releasers assume any and all risks from their voluntary participation in this Event, and its related activities, including, but not limited to: contact with other participants; falls, slips, trips or other such accidents which may result in physical injury or death; effects of the weather (including all those risks associated with high heat, humidity and precipitation); traffic, users of the road and the conditions of the road and adjacent properties, including but not limited to uneven terrain; risks related to COVID-19 as outlined below; and all such risks being known, appreciated and accepted by the Releasers. The Releasers further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Indemnified Parties. The Releasers agree to abide by all safety rules prescribed in relation to the Event.

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, contact with contaminated surfaces and/or objects and, even possibly, by air. As a result, the Cayman Islands Government has recommended social distancing and has, in certain locations, restricted or prohibited the congregation of groups of people. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The Indemnified Parties cannot prevent the Releasers from becoming exposed to, contracting or spreading COVID-19 whilst participating in the Event.

The Releasers have read and understood the above warning concerning COVID-19. Participating in the Event is of such value to the Releasers that they accept the risk of being exposed to, contracting and/or spreading COVID-19 to participate in the Event.

Without prejudice to the other terms of this waiver, release and indemnity, the Releasers hereby forever release and waive their right to bring suit against the Indemnified Parties in connection with the exposure, infection and/or spread of COVID-19 related to participating in the Event.

The Releasers understand that the Indemnified Parties reserve the right to refuse participation in the Event, and further reserve the right to change the details of the Event or cancel or postpone the Event without prior notice for any reason, including but not limited to acts of civil authority and/or pandemic or other outbreak of illness.

The Releasers understand that the Cayman Islands Crisis Centre will be collecting their personal data in connection with this waiver, release and indemnity and the Event and the Releasers hereby consent to the collection, use and processing of such personal data for the purposes of same. Such personal data may also be shared with third parties that deliver services to the Cayman Islands Crisis Centre in connection with the Event. The Releasers further understand the Cayman Islands Crisis Centre has implemented rigorous security measures to guarantee the safety of the personal data it collects and mechanisms are in place to ensure that its privacy policies are upheld. Any questions the Releasers may have in relation to the Cayman Islands Crisis Centre's policy on protecting personal information and privacy rights can be addressed to [EMAIL].

Any dispute or claim between the Releasers and the Indemnified Parties arising out of or in connection with this waiver, release and indemnity and/or the Event shall be governed by and construed in accordance with the laws and in the Courts of the Cayman Islands.

The Releasers have carefully read and fully understand all provisions of this waiver, release and indemnity and freely and knowingly assume the risks and waive their rights concerning liability as described above. The Releasers understand and intend that they will be legally bound by it.

The Releasers also confirm that they are physically fit and qualified to participate in this walk/run and are at least 18 years of age or their guardian hereby agrees to the same if the Releasers have not reached the age of 18.