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ENTRY - TERMS AND WAIVERS

As part of the registration process for all Last Man Standing events, athletes must agree, without limitation, to comply with the Terms & Conditions of entry and competition rules and guidelines as set out in this document.

ACCEPTANCE OF CONDITIONS

As a participant, I shall be deemed to have accepted these terms and waivers upon completion of the entry form and paying an entry fee into this event. I acknowledge and agree that the event organiser, will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the event, the rules of the event, the timings/finish times and the placings.



WEBSITE DISCLAIMER

Last Man Standing is not responsible for any inaccurate entry information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Last Man Standing events. Last Man Standing assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission of any website related to the Last Man Standing events, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to entries, registration, participation and/or entry information.

Last Man Standing is not responsible for any problems or technical, hardware, or software malfunctions of any telephone network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in the Last Man Standing events, computer online systems, servers or providers, computer equipment, software, failure of any email, submission or entry to be received by Last Man Standing due to technical problems, human error or traffic congestion, unavailable network connections on the internet or any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Last Man Standing events or downloading any materials related to the Last Man Standing events.

Last Man Standing reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry, registration or submission process or the operation of the Last Man Standing events or the website, or any website related to the Last Man Standing events; to be acting in violation of the official rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, including Judges and Volunteers. Any use of robotic, macro, automatic, programmed, or the like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same identifying information, Last Man Standing reserves the right to determine, at its sole discretion, the correct submission in accordance with the rules.

If, for any reason, the Last Man Standing events are not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Last Man Standing, which, in the sole opinion of Last Man Standing, are corrupt or affect the administration, security, fairness, integrity or proper conduct of the Last Man Standing events, Last Man Standing reserves the right, at its sole discretion, to void suspect registrations or submissions and/or to cancel, terminate, modify or suspend the Last Man Standing events and select the winner from among all eligible, non-suspect registrations or submissions received prior to cancellation, termination or suspension. Last Man Standing has no obligation to operate or produce the Last Man Standing events (or any part thereof) and there is no obligation to broadcast the Last Man Standing events, even if the Last Man Standing events takes place.

In the event that the Last Man Standing events are cancelled, Last Man Standing (or any party) has no obligation to award any prize money. Any and all decisions by Last Man Standing concerning eligibility, qualifying for and judging related to the Last Man Standing events is final and not subject to challenge or appeal. Last Man Standing shall own and shall have no obligation to return or maintain any materials submitted as part of the qualification or registration process for the Last Man Standing events.



In no event, will Last Man Standing be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of access to and use of the Last Man Standing events website or the downloading from and/or printing of material downloaded from said site.

EVENT ORGANISER RESPONSIBILITIES/LIABILITY

The event organiser shall not be liable to the participant for any loss or damage to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the event; or for any loss of business; revenue or profits; anticipated savings or wasted expenditure; or loss of reputation. The event organiser will not be liable for any actions of any spectators or other third parties. As a participant, I irrevocably renounce the right to any recourse or claims whatsoever against the event organiser, sponsors, suppliers, medical advisers or any other person involved in the organisation of the event ("associated parties"), as a result of any kind of physical, mental or other loss or damage of whatsoever nature suffered by the participant, directly or indirectly, or by the participant's family, caused by an event in any way relating to the participant's participation in the event.

As participant, I will indemnify the event organiser and the associated parties for any claim, actions, liability or losses from any breach of the participant's declarations above. Nothing in these conditions shall exclude or limit the liability of the event organiser for death or personal injury caused by the event organiser's negligence; for fraud; or for any other liability to the extent that it cannot be excluded or limited by law

ATHLETE INDEMNITY

I, the participant, fully recognize and appreciate that due to the nature of the event there is an inherent risk of possible injury. I understand that participating in any Last Man Standing event involves the risks of severe physical injury and/or death that cannot be eliminated. I voluntarily, knowingly and freely assume all risks associated with competing in the event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff or spectators).

I undertake to participate entirely at own risk. I agree that I shall have no claims whatsoever against the event organiser, any individuals, organiser or official, marshal, Judge, assistant, helper or agent, the sponsors, local authority or landowners, in respect of any loss or damage whatsoever, which I may suffer. This includes any injury to my person or loss or damage to property as a result of, or arising out of, whether directly or indirectly, my participation in this event, including my arrival and departure there from and attendance of any ceremony and function thereof, however such loss or damage may arise and regardless of whether or not shall have been caused directly or indirectly by negligence, of one or more or all of the aforementioned parties.

I the participant thereby accept all and any financial responsibility which I may occur due to negligence and or injury caused by my participation within the event. Further I absolve fully the Jukwaa group (event organiser) and its group of companies and or the venue its agents, employees, principals and Volunteers from any legal costs incurred to enforce this agreement, I further agree to reimburse them for all and any costs incurred to enforce this agreement. In the event of my approval of this form as a guardian of a



minor, I hereby consent to such minor being bound by the foregoing and further I indemnify the aforementioned parties to the extent, if any, to which such minor is not capable of waiving his rights as stipulated within.

PARTICIPATION – MEDICAL CONDITIONS & ASSOCIATED RISKS

I acknowledge that participation in the event will be physically demanding and I am aware of the nature of the event and the associated medical and physical risks involved. I confirm that I am fit and healthy, and physically capable of competing in the event. I agree to be solely responsible for my actions and will not hold the event organiser or associated parties responsible for any injury, accidents, illness, loss or damaged suffered by me in, or reason of, the event however it may be caused, unless due to the negligence of the event organiser.

If a medical or physical condition arises prior to the event, which is likely to affect my ability to compete, then I will notify the event organiser and will withdraw from the event in accordance to these conditions. Only a valid medical certificate by a doctor will be accepted. The event organiser takes every care with the staging of the event, but as the participant I acknowledge that no insurance is taken out on the participant's behalf by the event organiser. Therefore, any and all insurance, including personal accident and personal items insurance is my own responsibility.

DRUG TESTING POLICY

I acknowledge that as a registered participant for the event, I may be subject to drug testing at any time during the competition. Athletes selected for drug testing will be notified by the organiser or their appointed representatives. Any athlete who declines this test will be subject to appropriate sanctions. Any athlete found to be in contravention of the general accepted world anti-doping policies and guidelines will be subject to a minimum ban of 3 years subject to a hearing.

PARTICIPATION – RULES & REGULATIONS

I agree to abide by all applicable rules and regulations that are relevant to the event. The event organiser is also entitled to impose rules upon the participant from time to time which will form part of these conditions. All decisions, instructions and ruling given by, or by instruction of, the event organiser is considered final. Accordingly, I agree to comply with all instructions and guidelines given by the event organisers, stewards, marshals, security and safety personnel. Any participant that acts negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the event or other participants, to cause the participant's removal from the event, will not be entitled to a refund.

EVENT ENTRY CONDITIONS

I represent and warrant to the event organiser that I have full legal authority to complete this event registration on behalf of myself and/or any person I am registering (registrant(s)), including full authority



to make use of the credit or debit card to which registration fees will be charged. If I am registering a minor under the age of 16, I represent and warrant that I am the parent or legal guardian of that person and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, I agree that the terms of this agreement shall apply equally to all registrants.

ENTRY FEES

All entry fees are inclusive of vat, currently at the rate of 15% I acknowledge that I shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event organiser. No payment shall be deemed to have been received until the event organiser has received cleared funds. If entry is accepted the entry fee is non-refundable other than as otherwise stated in the withdrawals policy.

WITHDRAWALS POLICY

Written notification of withdrawal should be given by the participant to the event organiser by email, the following applies:

- All withdrawals are strictly on a no refunds policy, any deviation from this are subject to the organisers own discretion.
- Due to the nature of the activities involved, the event organisers are unable to make exceptions for injuries, pregnancies or other circumstances.

The event organiser reserves the right at any time to remove participants from the event or prevent participants participating in the event, if in the event organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the event by other participants or for any other practical reason. A refund will not be provided under such circumstances

MOVING OF ENTRIES

Last Man Standing does not accommodate move of entries between events. If an athlete or team is unable to participate it is their sole responsibility to sell their entry to another athlete or team.

ALTERATIONS TO THE EVENT

I acknowledge that it may be required that alterations are made to the event from time to time. Any change to the event start-time or format will be communicated to the participant as soon as is reasonably practicable. Start/finish time – I am aware that the event organiser reserves the right to alter the start/finish time of the event. No refund in full or in part shall be made for any change in start/finish time for an event.

Programme alteration – I am aware the event organiser reserves the right to amend programme at their sole discretion in order to stage the event. Other alterations – I acknowledge and accept that circumstances concerning the event may change from time to time for reasons out of the event



organiser's reasonable control, without any rights to withdrawal being accrued by the participant other than as set out in the withdrawals policy, and without the event organiser incurring any liability. For illustration purposes, these changes may include car parking arrangements or course alterations, but such changes/issues will not allow the participant to withdraw and nor will the event organiser be deemed liable except as otherwise set out herein.

EVENT CANCELLATION

I agree that organiser reserves the right to cancel the event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in the organiser's discretion, will protect the safety and security of event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.

COMMUNICATIONS

I acknowledge that the event organiser will primarily use email, SMS and social media platforms to communicate with participants. To ensure receipt of all event information, I accept sole responsibility to ensure that I provide the event organiser with the correct email address and to inform the event organiser of any changes to these prior to the event as soon as is reasonably practicable. The event organiser shall not be held responsible for any computer malfunctions or other technical anomalies that may occur in the process of sending out such email communications that may lead to failure of receipt by the participant. The event organiser can be contacted by the below methods of communication and shall endeavour to respond to participant enquiries within 2 working days of receipt of the correspondence.

Phone – +27 12 661 0285

E-mail – general@lms360.net

MEDIA & PHOTOGRAPHY

As a participant in the event, I irrevocably consent to being filmed, recorded and photographed at the event, and for the video footage, recordings and images to be incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature, and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation and/ or promotion of the event (and future events). Any film, photographs, or any other recording of moving or still picture, shall remain the property of the event organiser. Accordingly, any such recording by the participant shall not be used other than for private use without the event organiser's prior written consent.

DATA PROTECTION

I agree that my personal information can be stored and used by the event organiser and event partners/sponsors in connection with the organisation, delivery and administration of the event, and may be used by the event organiser and event partners/sponsors in connection with the compilation of

Terms & Conditions



statistical information and to improve the procedures at future events. Medical information and emergency contact details are only collected for health and safety purposes, to allow medical assistance to be given on the event date. Personal information or marketing information pertaining to the participant shall not be used or reproduced in whole or in part in any form except for events related to the Last Man Standing platform.