

## **PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM**

In consideration for being permitted by The Music Run, Baseline Venture Pte. Ltd., Baseline Ventures (India) Private Limited and Fresh Events International, all Event sponsors, their representatives and successors, Event directors, employees, officers, volunteers, representatives and agents (hereinafter collectively referred to as “**the Parties**”) to participate in The Music Run event and activity (hereinafter collectively referred to as “**the Event**”), the Participant hereby waives, releases, and discharges any and all claims for damage for personal injury, death or damage or loss to any property or part thereof including, without limitation, the articles / belongings which the Participant may have, or which may hereafter accrue to the Participant, as a result of his/her participation in the Event. This release is intended to discharge in advance the Parties from any and all liability arising out of or connected in any way with the participation of the Participant in the Event, even though that liability may arise out of negligence or carelessness on the part of the Parties. The Participant will not enter and participate unless he/she is in a proper medical, physical and mental position, and by his/her signature (including electronic signature), he/she certifies that he/she is medically able to perform in the Event, in good health and with proper preparation. The Participant in this regard unequivocally declares that there are no health-related reasons or problems which preclude his/her participation in the Event.

The Participant further understands that participating in the Event, which includes the use of public streets and facilities, is a potentially hazardous activity, can result in serious personal injury or death, and that he/she should not enter and participate unless he/she is medically able. The Participant is aware of and expressly assume full and complete responsibility for all risks associated with participating in this Event, including, without limitation, falls, contact with other participants, the effects of weather, including high heat and/or humidity and/or rain, and/or cold, traffic, and the conditions of the streets and routes used for the Event, the effects of loud music, and the effects of flashing lights, and he/she asserts that his/her participation in this Event is voluntary.. It is further agreed that this waiver, release and assumption of risk is to be binding on the Participant’s heirs and assigns.

The Participant further agrees to indemnify and to hold the Parties free and harmless from any and all losses, liabilities, damages, costs, expenses, claims, suits, and procedures which they may incur as the result of the Participant’s death or any injury or damage to the property that he/she may sustain while participating in the Event.

Irrespective of the Participant’s nationality, he/she agrees that in case any cause of action arises out of the Event to take legal action against the Parties, the courts in India will have exclusive jurisdiction, and this waiver and release shall be interpreted and the rights of the Parties determined under the laws of India. The Participant agrees that all courts outside of India shall be deemed to be excluded from having any jurisdiction over any cause of action arising out of, or related to, or in connection with the Event.

The Participant agrees to abide by any decision of an Event official relative to any aspect of the Participant’s participation in the Event, including the right of any Event official to deny his/her participation for any reason whatsoever. The Participant attests that he/she has read the rules, regulations and terms and conditions of the Event and agrees to comply with them. The Participant hereby agrees to abide by the Event rules, regulations and terms and conditions. The Participant understands, acknowledges and agrees that the Event Director/Organizer

reserves the right to modify the terms and conditions at their sole discretion and without prior notice. The Participant further understands, acknowledges and agrees that the names of any artist, act or performer contained in any Event promotional material is intended for informational purposes only, and does not, in any way, represent the importance or headline status of any single artist, act or performer, and is subject to change by the Event Organizer without prior notice.

**Acknowledgment of Understanding:** The Participant acknowledges and agrees that he/she has read the aforementioned terms and conditions and fully understand the contents. The Participant declares that the personal information and the medical information given above are true and correct. The Participant hereby asserts that he/she is hereby accepting the aforesaid terms and conditions freely and voluntarily which upon such acceptance becomes a binding agreement, and he/she knowingly assumes all such risks and intend by such acceptance to a complete and unconditional release of the Parties from all liabilities.

**Acknowledgment of Understanding by Minor Participants:** The Minor Participant's parent/guardian represent and warrant that they acknowledge and agree that the terms hereof shall be applicable and binding upon them and they will be deemed to have accepted the terms hereof on behalf of the Minor Participant. The parent/guardian approve the Minor Participant's participation in the Event. The parent/guardian further assume all risks and hazards incidental to the Minor Participant's participation in the Event and release, absolve, indemnify and agree to hold harmless the Parties for any claim arising out of an injury to the Minor Participant and from any claims, arising out of or connected with the Minor Participant's participation in the Event.

For the purposes of this PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM:

- (i) "Participant" shall mean any person who is participating in the Event (who will be deemed to have accepted the terms and conditions hereof); and
- (ii) "Minor participant" shall mean a Participant having an age of less than 18 years as on the date of the Event.

### **PHOTO RELEASE FORM**

By purchasing the event ticket or attending The Music Run event, The Participant authorizes The Music Run, Baseline Venture Pte. Ltd., Baseline Ventures (India) Private Limited, Fresh Events International all Event sponsors, their representatives and successors, the venue, Event directors, employees, officers, volunteers, representatives and agents (hereinafter collectively referred as "the Parties"), to use the following personal information in printed and electronic form:

(1) The Participant's picture including but not limited to photographic, motion picture, and electronic (video) images. (2) The Participant's voice including but not limited to sound and video recordings. (3) The Participant's name including but not limited to first name and surname. (4) The Participant's words including but not limited to any audio, quotes or statements.

The Participant's hereby grants to the Parties irrevocable permission to use, publish, and reproduce, for all purposes the information described in sections (1), (2), (3) and (4) above in any manner, including advertising, periodicals, greeting cards, and calendars, in any and all media, advertising, marketing or other distribution methods including, and without limitation to cable, broadcast television and IPTV, the Internet and mobile broadcast. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever unless The Participant's revokes the permission in writing and duly serve the revocation letter / communication.

The Participant's further grants the Parties the exclusive worldwide irrevocable royalty free perpetual right, title and interest that The Participant's may have, to use, publish, post, distribute, and duplicate all Event related information, photographs (negatives, reproductions, and copies of the original print), and/or audio, video materials and further grant the Parties, the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications or advertising purposes, as they deem fit throughout the world.

The Participant's hereby waives the right to receive any payment and/or compensation by signing this Photo Release Form and waives the right to receive any payment and/or compensation, now or in the future, for the Parties using any of the material(s) described above for any of the purposes authorized by this Photo Release Form. The Participant's also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied to.

**Acknowledgment of Understanding:** The Participant acknowledges and affirms that he/she has read the aforementioned terms and conditions and he/she fully understands the contents. The Participant's hereby asserts that he/she is hereby accepting the aforesaid terms and conditions freely and voluntarily which upon such acceptance becomes a binding agreement, that he/she knowingly assumes all such risks and intends by such acceptance to a complete and unconditional release of the Parties from all the liabilities.

**Acknowledgment of Understanding by Minor Participants:** The Minor Participant's parent/guardian represent and warrant that they acknowledge and agree that the terms hereof shall be applicable and binding upon them and they will be deemed to have accepted the terms hereof on behalf of the Minor Participant.

For the purposes of this PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM:

- (i) “Participant” shall mean any person who is participating in the Event (who will be deemed to have accepted the terms and conditions hereof); and
- (ii) “Minor participant” shall mean a Participant having an age of less than 18 years as on the date of the Event.

### **REFUND POLICY**

The Music Run, Baseline Venture Pte Ltd., Baseline Ventures (India) Private Limited, Fresh Events International, all Event sponsors, their representatives and successors, the venue, Event directors, employees, officers, volunteers, representatives and agents (hereinafter collectively referred as “the Parties”) do not offer refunds of participation fee for successful Events.

Please make sure that the Participant checks the time and location before he/she books your tickets. But we’d still advise the Participant to read the terms and conditions for each Event regarding exchange, refund and cancellation.

If an event is cancelled or postponed and the organisers of the Event in their sole discretion agree on issuing a refund for the tickets, it is up to the organisers to contact the Participant and process the refund.

The Participant understands, acknowledges and agrees in all instances, the maximum remedy he/she may receive for cancellation of the Event will be the value of the ticket that the Participant has paid for his/her participation in the Event, excluding taxes (included in the price of the ticket).

**Acknowledgment of Understanding:** The Participant acknowledges and affirms that he/she has read the aforementioned terms and conditions and he/she fully understands the contents. The Participant hereby asserts that he/she is hereby accepting the aforesaid terms and conditions freely and voluntarily which upon such acceptance becomes a binding agreement, that he/she knowingly assumes all such risks and intend by such acceptance to a complete and unconditional release of the Parties from all liabilities.

**Acknowledgment of Understanding by Minor Participants:** The Minor Participant's parent/guardian represent and warrant that they acknowledge and agree that the terms hereof shall be applicable and binding upon them and they will be deemed to have accepted the terms hereof on behalf of the Minor Participant.

For the purposes of this PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM:

- (i) "Participant" shall mean any person who is participating in the Event (who will be deemed to have accepted the terms and conditions hereof); and
- (ii) "Minor participant" shall mean a Participant having an age of less than 18 years as on the date of the Event.