

Name: _____

TERMS AND CONDITIONS OF PARTICIPATION

IN CONSIDERATION of adidas India Marketing Pvt. Ltd. (hereinafter referred to as "adidas" which shall include its affiliates and its/their directors, shareholders, representatives, principals, agents, employees and assigns) allowing me to participate in the recreational / sporting / adventure activity which is a part of the "adidas Uprising" event (the "Event"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns ("Representatives"), hereby agree to and make the following undertakings and representations:

1. I acknowledge and confirm to provide copy(ies) of such identity card / document and photo (or allow adidas to take my picture) as required by adidas and make it part of this Participation Form ("Form") for identification and record purposes.
2. I have read, understood and undertake to adhere to all the terms, rules, regulations, procedures, safety instructions, method (if any), technique, method, protocol, course of action, policy, guiding principles and such other instructions howsoever named, notified by adidas (verbally, written, printed on hoardings / placards) relating to my participation in the Event.
3. I represent, warrant and confirm that my attendance as a participant during the Event or at the place of the Event is entirely voluntary. I hereby represent that (i) I am in good health and in proper physical, mental and medical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I understand and acknowledge that my failure to disclose relevant information may result in harm to myself and to others during the Event. I agree to notify adidas, if there is any change in my mental, physical or medical condition prior to or during my participation in the Event.
4. I understand and acknowledge that the physical and mental severities associated with the Event are inherent and the same are an extreme test of a participant's physical and mental limits and condition. I understand that participation in the Event involves risks and dangers which include, without limitation, serious bodily injury, bruises, cuts, scratches, sickness and disease, permanent / partial disability, drowning, near-drowning, sprains, strains, fractures, heat and cold injuries, over-use syndrome, injuries involving vehicles or other convenience, animal bites and/or stings, contact with poisonous plants, leading to heart attack and the potential for permanent paralysis and/or death, exposure to extreme conditions and circumstances, accidents, contact or collision with other participants, spectators, volunteers, vehicles, or natural or manmade objects, dangers arising from adverse weather conditions, imperfect conditions existing on the property where the Event take place, loss of or damage to equipment / property, equipment failure; inadequate safety measures, participants of varying skill levels, situations beyond the immediate control of the organizers of the Event, and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks").
5. I acknowledge and agree that Event are also subject to weather related conditions (suitable visibility, cloud cover, temperature variation, wind speed and gusts, moisture, rain, humidity and runway conditions but are not limited to these only). If the Event gets cancelled, for any reason whatsoever, adidas will not be liable to pay any refund (money or voucher) to me.
6. I hereby consent to administration of first aid and other medical treatment in the event of injury or illness at or in connection with the Event and hereby release and indemnify adidas from any and all liability or claims (including third-party claims) arising out of such treatment.
7. I am aware and understand that adidas has not made any representation and/or given any warranties (expressed or implied) about, including but not limited to, the safety and fitness of use of the goods, equipment and other materials being used for the Event and that any warranty in this regard has been disclaimed.
8. I hereby expressly understand, acknowledge, assume the Risks that may lead to any damages, injury, disability, harm, liabilities, losses, or expenses which I incur / suffer as a result of my participation in the Event. I understand that the Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event. Therefore, I unequivocally release adidas of any liability towards me and confirm that neither I nor my Representatives will initiate any legal action against adidas for compensation or otherwise in relation to damages, injury, disability, harm, liabilities, losses, or expenses which I incur / suffer as a result of my participation in the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event.
9. For any kind of anxiety or nervousness or hesitation for undertaking the Event or not completing the Event by myself, will not make adidas liable to process any kind of refund to me. I assume all risks inherent in my decision to leave or not-complete the Event and waive all liability against adidas arising from such decision. I agree to discontinue immediately upon the feeling of any unease, disoriented, or experiencing any lack of wellbeing or due to any medical reasons that arise during the entire participation in the Event.
10. I hereby agree to indemnify, defend and hold harmless adidas, as well as their contractors, sponsors, advertisers, volunteers, and if applicable, owners and lessor(s) of the premises used to conduct the Event, from and against any and all liability, claim(s) including third party claims, demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature which may arise out of, result directly or indirectly from, or relate to my participation in the Event as a participant.
11. I, freely and voluntarily, without any inducement, assurance or guarantee, coercion grant permission to adidas and its partners/sponsors, to take photographs of me before, during or after my participation in the Event and to publish and use my photograph in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising, and web content. I hereby authorize adidas and its partners/sponsors, to edit, alter, copy, exhibit, publish or distribute any photographs taken by them, their agents, servants and/or employees. I waive the right to inspect or approve of the finished product, including written or electronic copies of my photograph or likeness. I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or other likeness of me or my image. Further, I shall include granting the unlimited and irrevocable right to adidas and its partners/sponsors, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. I acknowledge that adidas and its partners/sponsors and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me. I hereby hold harmless, release and forever discharge adidas and its partners/sponsors from any and all claims, demands, actions and causes of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to consent / authorization under this clause.
12. I hereby warrant that I have read this Form carefully, understood the terms and conditions hereof, acknowledge that I have signed this Form freely and voluntarily, without any coercion, force, intimidation, inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Form. The acknowledgements, agreements, waiver, releases, assumptions of risk, and undertakings in this Form shall be deemed to be made in favor of the directors, shareholders, employees, representatives and agents of adidas.

DATE: _____

(SIGNATURE)

PARENTAL CONSENT

(Required if the Participant is less than 18 years of age)

I, for myself and for & on behalf of my child (Name: _____) do hereby confirm that I have read and understood the contents of this Form. I hereby accept and agree to all of the terms and conditions of this Form in connection with the participation of my child in the Event. I hereby expressly understand, acknowledge, assume the Risks that may lead to any damages, injury, disability, harm, liabilities, losses, or expenses which my child incur / suffer as a result of his/her participation in the Event. I unequivocally release adidas and its Representatives of any liability towards my child and confirm that I will not initiate any legal action against adidas for compensation or otherwise in relation to his/her participation in the Event. I hereby agree to indemnify, defend and hold harmless adidas from and against any and all liability, claim(s) including third party claims and/or claims made by my child, demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature which may arise out of, result directly or indirectly from, or relate to my child's participation in the Event. I hereby represent and confirm that I am the parent / legal guardian of the child named herein and that I possess all authority, consent and permission to sign this form and authorize the participation of the child on the terms and conditions stated herein or otherwise agreed at the time of Registration.

Name of parent / legal guardian: _____

Relationship with minor participant: _____

Date of birth: _____

Contact Numbers(s): _____

DATE: _____

(SIGNATURE)