

Care2Run Programme Non-Disclosure Agreement

In consideration of **Wildpac Asia PLT** the parent of the **Care2Run Programme**, agreeing and allowing *my in the CARE2RUN PROGRAMME, I,

Name:	NRIC NO:
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[**“PARTICIPANT”**] OR * the volunteer [**“VOLUNTEER”**] of **CARE2RUN PROGRAMME** (which shall include all trainings, programmes, or any event of whatsoever nature organised by **CARE2RUN** whether directly or by way of collaboration with other parties) and I hereby voluntarily, unconditionally, and irrevocably confirm, acknowledge, and agree to the following:-

1. **(FOR PARENT/GUARDIAN ONLY)** I agree to the Participant's participation and attendance in the **CARE2RUN PROGRAMME**;
2. I fully understand the nature, extent, and the risk involved in the **CARE2RUN PROGRAMME** and I will ensure that *I/THE PARTICIPANT will be adequately geared, dressed, and equipped in accordance with the **CARE2RUN PROGRAMME**;
3. *I/THE PARTICIPANT *am/is physically fit and mentally prepared for the **CARE2RUN PROGRAMME** and *I/THE PARTICIPANT are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/THE PARTICIPANT's abilities to safely participate in the **CARE2RUN PROGRAMME**;
4. *I understand and acknowledge that the participation in the **CARE2RUN PROGRAMME** may involve risks and dangers and I agree that it is my sole responsibility to determine whether *I/THE PARTICIPANT *am/is sufficiently fit and healthy to participate in the **CARE2RUN PROGRAMME** and *I/THE PARTICIPANT will participate in the **CARE2RUN PROGRAMME** at my/THE PARTICIPANT's own risk and expense;
5. I will not in any circumstance hold the organisation, organiser, co-organiser, organising committee and/or any personnel/partner/sponsor involved in the organising and/or sponsoring of the **CARE2RUN PROGRAMME** (including their representatives, staffs, employees, volunteers, mentors, teachers, and contractors, etc) [hereinafter collectively referred to as **“THE ORGANISER”** and the aforesaid expression shall mean all or any of them] responsible against any damage, liability, proceeding, claim, compensation, cost and expense that may arise from *my/THE PARTICIPANT's participation in the **CARE2RUN PROGRAMME**. I expressly waive all claims for any injury, death and invalidity to *me/THE PARTICIPANT which may be caused by any act, omission, or failure to act on the part of THE ORGANISER during the course of the **CARE2RUN PROGRAMME**;
6. I have duly informed **CARE2RUN PROGRAMME** in writing of *my/THE PARTICIPANT's physical impairment, medical conditions, allergies, illnesses, diseases, and any condition of important and critical nature. I shall not in any way hold THE ORGANISER responsible or liable to any injury, death, damage to property suffered by *me/THE PARTICIPANT as a result of such physical impairment, medical conditions, allergies, illnesses, diseases, and any condition of important and critical nature;
7. *I/THE PARTICIPANT shall be held solely responsible for *my/THE PARTICIPANT's personal belongings and properties and THE ORGANISER shall not in any way be held responsible for any loss or damage to *my/THE PARTICIPANT's personal belongings and properties;
8. I fully authorise THE ORGANISER to assess *my/THE PARTICIPANT's condition and to perform and administer first aid medical treatment as they may deem necessary, and/or to seek more specialised medical treatment at clinics, hospitals, or other health care providers if deem necessary in the case of emergency;
9. I have duly informed **CARE2RUN** in writing of *my/THE PARTICIPANT's emergency contact details and will ensure that such emergency contact remain available during the course of the **CARE2RUN PROGRAMME**;

10. I agree that I have read and **understood the contents of this INDEMNITY AND ACKNOWLEDGMENT FORM** and I hereby confirm that all the details as provided in this form is complete, accurate, and updated and I agree it is my responsibility to inform **XD SCHOOL & CARE2RUN** from time to time in writing of my updated information. I agree that THE ORGANISER shall have my unequivocal consent to process my and/or THE PARTICIPANT'S Personal Data as defined under the **Personal Data Protection Act 2010 for the purpose of CARE2RUN PROGRAMME.**

Youth Protection Policy

11. **CARE2RUN** places paramount importance on youth safety and protection. As such, all PARTICIPANT's are required to be familiar with XD SCHOOL & CARE2RUN's detailed youth protection policy.
12. **CARE2RUN'S PARTICIPANT's** must always strive to protect and safeguard the privacy as well emotional, mental and physical well-being of each other.
13. Any abuse or violation of **CARE2RUN's** youth protection policy will result in immediate termination of the PARTICIPANT's services and, where deemed relevant and necessary, with a follow-up legal action.

Brand Custodian

14. I agree that Wildpac Asia PLT possesses the absolute and exclusive proprietary rights in the mark "CARE2RUN" ["**the Mark**"] in Malaysia and elsewhere and the goodwill in the Mark will remain the sole property of CARE2RUN. I further agree that all the intellectual property rights subsisting in any literary work, article, graphic representation, name, formula used, created, developed, formed by *me/THE PARTICIPANT, whether wholly or partly, during the course of the CARE2RUN PROGRAMME shall belong absolutely to CARE2RUN and I shall not at any time claim to retain any right including moral right over such intellectual property. I shall not at any time and in any way whether by myself or through any person reproduce, copy, reverse engineer, register, or in any way infringe any intellectual property rights belonging to CARE2RUN and/or THE ORGANISER.
15. I agree to the use of photographs, video recordings, posters, audio recordings, statements, conversations, data, survey data which may contain *my/THE PARTICIPANT's image, voice, and/or opinion [hereinafter collectively and individually referred to as "**Image**"] by THE ORGANISER for the limited purposes of promoting and marketing CARE2RUN PROGRAMME on any media including social media and/or for any educational and research purpose. I hereby unconditionally and irrevocably grant to THE ORGANISER the absolute and worldwide right to use the Image for the limited purpose of promoting and marketing CARE2RUN PROGRAMME and/or for any educational and research purpose, without any notification, payment or compensation to me.
16. I will not without the permission of THE ORGANISER take, use, reproduce, post, distribute, disseminate any Image of THE PARTICIPANTS during the CARE2RUN PROGRAMME on any media/medium including any social media platform.

Insurance

17. I understand that THE ORGANISER has acquired insurance coverage in favour of *me/PARTICIPANT up to RM100 per year per person only in respect of outpatient treatment expenses and I shall at my own cost and expense obtain *my/THE PARTICIPANT's own insurance and/or medical coverage.

I Understand & Agree to this form to indemnify the Abovementioned Organisation