

#### Waiver, Release and Indemnity

In consideration of the following and the permission to participate as an entrant or competitor in the **Philippine Guardians Brotherhood Walk Run** (the "Event") to be held on **Sunday 15 June 6AM – 9AM**, 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 **Philippine Guardians Brotherhood** (the "Event Host"), Dragon Bay (Freehold) Ltd., Dragon Bay Limited and each of their affiliates, holding and subsidiary companies, shareholders, directors, officers, agents, contractors, employees, volunteers and all sponsors and contributors (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 or any dog under the Releasers' custody and/or control, however caused, arising or to arise by reason of the Releasers' participation in the Event whether as a spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the Event, and any of the aforesaid. 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 any and all liability incurred by any or all of them as a result of, or in any way connected or associated with, the Releasers' participation (including any dog under the Releasers' custody and/or control) 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 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 and qualified to participate in this Event. The Releasers accept that they use the property for the Event at their own risk and understand that the property is not necessarily fit for the purpose of the Event.

The Releasers assume any and all risks from their voluntary participation in this Event and its related activities, including but not limited to: all risks associated with a canine-oriented event such as dog bites and dog fights or altercations; falls, slips, trips or other such accidents which may result in physical injury or death; contact with other participants, 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 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 any and all safety rules prescribed in relation to the Event, including but not limited to ensuring any dog belonging to the Releasers participating in the Event: (a) will wear a collar with an identification tag; (b) will be on a leash under the Releasers' care, custody and control during the Event; (c) does not have a notifiable disease and is current on all required vaccinations; and (d) is compliant with all applicable laws and regulations including any licensing or registration requirement.

The Releasers understand that the Indemnified Parties reserve the right, in their absolute discretion, to: (a) refuse admission and/or participation in the Event to any person and/or dog; or (b) direct any person, along with any dog under their control, to leave 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 if any dog is involved in a reported incident, such dog shall be permanently prohibited from returning to the Event and any future events hosted by the Indemnified Parties or at property owned by the Indemnified Parties or their affiliates.

The Releasers understand that the Event Host 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 Event Host in connection with the Event. Please direct any questions or comments concerning the processing of such personal data to the Event Host at [admin@pgbi-ky.net](mailto:admin@pgbi-ky.net)

The Releasers grant full permission to the Indemnified Parties to use any photographs, video or audio recordings, or any other record of this Event that may include the Releasers' likeness, including photographs and video which the Releasers may share online as part of the Event, for any purpose whatsoever including for use in the Indemnified Parties' marketing materials, social media, media and reporting (whether in print or online), promoting the Indemnified Parties' events, companies and/or properties.

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.

Applications for minors will be accepted only with the parent/legal guardian's signature as indicated below.

\_\_\_\_\_  
Participant Name (please print using block letters)

\_\_\_\_\_  
Participant Age

\_\_\_\_\_  
Parent or Legal Guardian Name (if Participant is under 18 years of age)

\_\_\_\_\_  
Name of Dog (limit 1 dog per Participant)

\_\_\_\_\_  
Signature / Parent or Legal Guardian Signature

\_\_\_\_\_  
Date