



Bicycle Track and Riding Clinics

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

**This Agreement shall apply to all subsequent Visits and Uses of the 2Escape Bicycle Track or
attending any 2Escape Riding Clinics**

THIS AGREEMENT IS ADDRESSED TO:

Two Escape Sdn. Bhd. and their directors, officers, employees, instructors, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with the Bicycle Track owned and operated by Two Escape Sdn. Bhd. (all of whom are hereinafter collectively referred to as "THE RELEASEES").

DEFINITIONS

In this Release Agreement, the term "Riding" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; use of the 2Escape Bicycle Track; riding clinics, bicycle skills training; races; contests; competitions; demonstrations and events; orientation and instructional courses and sessions; slalom, dual slalom, BMX courses and races; scooters, skateboards or any other type of wheeled self-propelled conveyance; and all other related activities, events or services.

ASSUMPTION OF RISKS

Injuries are a common and expected part of using the Bicycle Track. Riding the track is physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: use of the track; mechanical failure of equipment; falls; loss of balance; high speed accidents and collisions; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on rollers and berms; extreme variation in the track surface due to inclement weather causing slippery sections, constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other riders, vehicles, pedestrians, spectators and officials; negligence of other riders or users of the premises; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF USING THE TRACK.

SAFETY

I have been advised to wear an approved helmet and other protective equipment such as gloves, elbow/forearm and knee/shin Armour when using the 2Escape Bicycle Track or attending any 2Escape riding clinics. I have also been advised to pay attention to any other safety signs or safety instructions provided when using the Bicycle Track or attending a riding clinic.

COMPETITIONS

I acknowledge that the risks, dangers and hazards are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the Bicycle Track. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USING THE 2ESCAPE BICYCLE TRACK AND/OR ATTENDING A 2ESCAPE RIDING CLINIC AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.



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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my use of the 2Escape Bicycle Track, Riding Clinics and my use of Services, equipment and facilities provided by Two Escape Sdn Bhd and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death, that I may suffer or that my next of kin may suffer, as a result of my participation, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RIDING REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Malaysia and no other jurisdiction.

This Agreement shall apply to all Subsequent uses of the 2Escape Bicycle Track and participation in 2Escape riding Clinics or Events.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the use of the 2Escape Bicycle Track and participation in 2Escape Riding Clinics, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SAYA MENGESAHKAN BAHAWA SAYA TELAH MEMBACA DAN MEMAHAMI PERJANJIAN INI SEBELUM MENANDATANGAN, DAN SAYA SEDAR BAHAWA DENGAN MENANDATANGANI PERJAJIAN INI SAYA MENGETEPIKAN HAK UNDANG-UNDANG TERTENTU YANG SAYA, ATAU WARIS, PENTADBIR, PENERIMA HAK DAN WAKIL YANG MUNGKIN ADA TERHADAP PIHAK ITU.

Date			
Name	First	Last	ID No
Address	Street		
	City	State	Postal Code
Telephone	Home	Mobile	Work
Emergency Contact	Name		Contact Number
Signature of Participant		Signature of Parent or Guardian if Rider under 18	