

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Form") carefully before signing. The adult participant (those 18 yrs. of age or older), or a person who exercises the parental responsibility or the participant's legal guardian (herein the "legal guardian") (for the participant and on his/her behalf), if applicable, must sign this Form.

In an event that participant is below 18 yrs of age on the activity date, a parent or legal guardian are obligated to read, understand and sign on behalf of the participant. All stated clauses shall take effect regardless of age and category upon the signing of this form by the participant, parents or participant's legal guardian.

In consideration of the services of E-Plus Indonesia. (hereafter "Event Producer") in allowing me to participate in this scheduled Powerman Indonesia 2017 competitive Event (hereafter "Event") and other activities, I acknowledge and agree as follows:

1 ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

1.1 The Event and other activities take place indoors or outdoors and can include but not be limited to: warm-up exercises; cycling and running, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities, use of any equipment, facilities or premises and traveling in planes, vans, buses or other vehicles to and from activities (this Event and other activities collectively referred to in this Form as "activities"). Activities may be scheduled or unscheduled, mandatory or optional, structured or unstructured and include free time. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as "risks") of these activities can cause injury, damage, death or other loss to participant or others. The following describes some, but not all of the inherent risks, as applicable to participant's activities:

1.2 Risks in any competitive or athletic activity. Training for, practicing or competing in duathlon or other events and associated cycling, running and other conditioning involves frequent and repetitive use of the arms and legs, extreme fitness and endurance, and pushing the limits of the participant's speed and abilities.

1.3 Risks present in an outdoor environment. Participants may be subject to: severe storms or bad weather such as lightning, strong winds and rain, extremely hot or cold weather; stinging, venomous and/or disease carrying or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

1.4 Risks involved in decision making and conduct. These risks include the risk that an Event Producer staff member, representative, volunteer, contractor or co-participant may misuse a participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, or route location, or, that one of those persons may not warn participant (and/or participant's legal guardian) about one or more of the inherent risks of these activities.

1.5 Cycling and running risks. These risks include the risk of losing control and falling from the bike, colliding with objects or people (including co-participants or spectators), tripping or falling down or encountering other road/trail hazards.

1.6 Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although Event Producer may review participant's medical information, submitted in the registration process, Event Producer cannot anticipate or eliminate risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.

1.7 Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

1.8 Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the activities.

1.9 Equipment risks. The risk that equipment used in activities may be misused, or may break, fail or malfunction. Participant (and/or the participant's legal guardian) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Event Producer requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

1.10 Supervision and activities risks. I understand that neither Event Producer or its staff, representatives, volunteers, contractors or anyone associated with them will be supervising participant during the activities or at any time. Adult participant agrees he/she is solely responsible for his/her own well-being at all times; or, if applicable, a participant's legal guardian agrees to take sole responsibility for participant's supervision before, during and after the Event and other activities, including during free time and at all other times.

1.11 Risks regarding conduct. The potential that participant, co-participant/s and/or third party/s may act in a negligent or intentional manner.

1.12 Risk regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.

1.13 These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects, people; experiencing bicycle or vehicle collision or rollover; reacting to weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat related illnesses or conditions including heat exhaustion/stroke; dehydration; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns or other injury, damage, death or loss - before, during or even after the participant participates in the Event or other activities.

2 ACKNOWLEDGMENT AND ACCEPTANCE

2.1 I will review all materials received, including the safety briefing video, accurately complete and agree to the registration information, documents and process, and obey all rules and policies. These rules and policies include the Event sanctioning body's competition and doping control rules, Event Producer's competition rules, including Event Producer's doping control Rules, as all those may be amended; and all traffic laws. I acknowledge that, in order to participate in the Event, I may be required to be a current member of the applicable Event sanctioning body on the date of the Event or must purchase a one-day license from the sanctioning body of the Event;

2.2 My final acceptance and participation in the Event is contingent upon Event Producer's receipt and review of all required information and forms, including this Form;

2.3 Before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if I choose;

2.4 I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities requires extreme fitness and endurance, that I am solely responsible for my conditioning and fitness before, during and after the activities, and that I, in conjunction with my physician, am responsible for determining whether these activities are appropriate for me, before I participate.

2.5 Event Producer contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activities participants will engage in. I acknowledge that Event Producer does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. In addition, activities take place on premises or at facilities not owned or controlled by Event Producer, and Event Producer does not oversee or take responsibility for any aspect or condition of these independent facilities or premises;

2.6 The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and Event Producer cannot assure my safety or eliminate any of the risks. Event Producer representatives are available should I have further questions about the activities or the associated risks;

2.7 I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those risks, including the risk of my, a co-participant's, and/or a third party's negligence or intentional or other misconduct, or any of the Released Parties' negligence.

3 RELEASE AND INDEMNITY

Please read carefully. This Release and Indemnity section contains a surrender of certain legal rights. I agree as follows:

3.1 To release and not to sue Event Producer, International Powerman Association, the Event sanctioning body, Event sponsors, Event organizers, Event promoters, Event producers (other than Event Producer), race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, and all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities (individually and collectively referred to in this Form as the "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively referred to in this Form as "claim" or "claim/s") for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I may have against the Released Parties and agree that neither I, nor anyone acting on my behalf, will make a claim against the Released Parties for any injury, damage, death or other loss I may suffer;

3.2 To defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, or other loss in any way connected with my enrollment or participation in the activities, including without limitation use of any equipment, facilities, or premises. Release and Indemnity section includes claim/s resulting from any of the Released Parties' negligence, but not any of their intentional misconduct or gross negligence.

4 OTHER PROVISIONS I understand and agree:

4.1 Any dispute or claim/s I may have arising out of, relating to or in connection with this Form, my enrollment or participation in the activities, or any other aspect of my relationship with Event Producer: 1) shall be governed by Indonesia substantive law and 2) unless settled by direct discussions, any dispute arising out of or related to the present contract shall be settled by arbitration under the Rules of the Indonesia Regional Centre for Arbitration (the Rules), by a sole arbitrator / three arbitrators, appointed in accordance with the Rules. Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Indonesia.

4.2 If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf. If my guardian status is challenged or found invalid, I will defend and indemnify the Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the participant's lawful legal guardian.

4.3 In regard to my relationship with Event Producer, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than Event Producer) in connection with these activities.

4.4 I authorize Event Producer's staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Event Producer, Event sanctioning body, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

4.5 Event Producer reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree Event Producer is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee.

4.6 I acknowledge and agree that Event Producer, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event.

4.7 I grant to Event Producer, its affiliates, designees and assigns the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by Event Producer and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.

4.8 Event Producer may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form, consistent with Event Producer's and other Released Parties rights and protections under this Form.

4.9 If I sign this Form both on-line and on-site, I agree that the on-site version of this Form, as that version may be amended from the on-line version, will be binding.

4.10 This Form is effective in regard to participant's enrollment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.

4.11 If any portion of this Form is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

4.12 I agree: I have carefully read, understand and agree to voluntarily sign this Form and understand that by doing so I am entering into a legally binding contract with Event Producer. I acknowledge that this Form will be effective and legally binding upon me (and if I am participant's legal guardian, participant). The adult participant (or his/her guardian) must complete all information and sign below. The Participant declares he has read and consequently expressly approves the following clauses: Article 1 "ACKNOWLEDGMENT AND ASSUMPTION OF RISKS", Paragraph 1.9; Article 2 "ACKNOWLEDGMENT AND ACCEPTANCE", Paragraph 2.4, 2.5, 2.6 and 2.7; Article 3 "RELEASE AND INDEMNITY", Paragraph 3.1 and 3.2; Article 4 "OTHER PROVISIONS" Paragraph 4.1, 4.2, 4.3, 4.5, 4.6, 4.8 and 4.12.

I, _____ (NAME), _____ (NRIC / PASSPORT), hereby agree to abide by the rules and conditions of the race. I am entering the competition at my own risk and shall abide by the stated clauses in this form.

Authorisation by Parents / Guardian of Participants Under 18 Years Old

I, _____ (Parent / Guardian) of the above named, authorise his/her participation in the race.

Participant's Signature: _____ Parent / Guardian's Signature: _____

Date: _____