



Disclaimer / Indemnity

1. I confirm and agree that I voluntarily take part in the NATIONAL DAY MOUNTAIN CHALLENGE ("this Event") entirely at my own risk and responsibility and that I will not hold the Organizer of this Event, sponsors or Organization or persons providing support or services for this Event (including director, employees, agents or contractors, race officials, medical staff, race director, security staff, helpers or volunteers of any of the Event or any person otherwise associated with any of the foregoing) responsible for any death or injuries to any person or for any damage to or loss or destruction of properties or any other economic loss or for any consequential loss, in any such case arising from any accident or mishap or otherwise arising from or connected with this Event, including whether during or before or after this Event, in preparation for it, traveling to or from it or otherwise. I also agree to indemnify or reimburse the Organizer of this Event in respect of any additional expenses or costs incurred by the Organizer of this Event arising from or in connection with my participation in this event. I acknowledge that the Organizer has the sole discretion and reserves the right to cancel the Event at any time without prior notice.
2. Upon submitting an entry, I am deemed to have accepted all Terms and Conditions of the Event, the Official Rules as stipulated and also to those that may be later introduced by the Organizer.
3. I confirm all information provided by myself/teammate(s) in the registration form must be true and accurate. The Organizer shall not be responsible for any loss or damages incurred due to inaccurate information provided by me.
4. I agree all entries must be submitted no later than the registration deadline. Entry is available on a first-come, first-served basis, and that the Organizer has the sole discretion to accept or reject any application for registration.
5. I agree and acknowledge that the Organizer has the sole discretion and reserves the right to close the registration any time, whether before or after the registration deadline specified, without prior notification.
6. I confirm and agree that I must follow the instructions of all persons provide support and services to this Event, including directors, employees, agents, contractors, race officials, medical staff, race director, security staff, helpers or volunteers ('Event Personnel') and I must retire and leave the race course/event venue immediately if requested by any Event Personnel.
7. I agree to present my identification including Hong Kong identity card, passport for verification (if any) upon request.
8. I agree and acknowledge that the Organizer reserves the right to amend the program, rules and regulations of this Event. The Organizer has the sole discretion and reserves the right to the final decision should there be any disputes regarding the rules and regulations of this Event.



Agreement to grant rights in respect of image and voice

9. I hereby acknowledge and agree that Organizer may (without reference to, and without the prior approval of, or any payment to, any person including myself) use, in any publicity material, media, publication, websites, whether or not connected with this Event, including but not limited to or in connection with any of the Organizer's promotional activities, any photograph, film, videotape, record or other reproduction of the image and/or voice of me and/or, my teammates who take part in this Event and its related activities.

Participants' Personal Data

10. I agree that Organizer is permitted to collect, store and use my personal data (as defined in the Personal Data [Privacy] Ordinance) as provided by me on one or more forms (including electronically) for the purpose of or in connection with this Event (including but not limited to promotion of and publicity for this Event and/or other events of the Organizer) and that such collection, storage and use are lawful in the circumstances. I further agree that Organizer may pass on my personal data to its agents, successors, supporting Organizations and other related parties for the purpose of or in connection with this Event (including but not limited to announcement of results, processing administrative work related to registration, identifying the participant, recording any communication with participants and any other legitimate purposes as may be required, authorized or permitted by law).

Participants' Physical Condition

11. I confirm that I am medically mentally and physically fit and capable of participating in this Event. And I confirm that I have fulfilled the anti-pandemic requirements of the Event. The Organizer reserves the right to disallow and/or disqualify any person who is known or suspected by the Organizer to be physically or mentally unfit to participate in the Event and such person shall accept such decision of the Organizer accordingly without delay.

Event Cancellation & Refund Policy

I confirm and agree that:

12. The Organizer has the sole discretion and reserves the right to cancel or cut short the Event for any reasons of force majeure or other circumstances beyond the control of the Organizer. Definition of Force Majeure: includes and is not limited to the Organizer being unable to perform its obligations or organize or hold the Event due to fire, flood, earthquake, or other severe natural disaster or act of God; or due to protest, riot, civil disobedience, uprising, march, revolt, assembly, demonstration, occupation, commotion, mass gathering, war, terrorist, insurrection, sabotage, epidemic, pandemic, COVID-19 or other similar contagious disease or government intervention or prohibition or the likelihood of such event or act. There will be no refund of any event fee, charitable



donation, and merchandised purchase in any event.

13. If the race is forced to be canceled due to weather or any circumstances beyond the control of the organizer or force majeure. No refund is allowed after registration is completed. The organizer accepts no liability.
14. All applicants are non-refundable after successful registration, and repeated registration fees will not be refunded. If any participant authorizes others to represent the competition in private, the participant and the substitute will be disqualified and not allowed to participate in future conference activities.
15. The organizer has the discretion and reserves the right to cancel the results of anyone who violates, violates or does not abide by any rules of the organizer. Registration fees for disqualified participants will not be refunded.

Last updated on July 19 2024