

## **GOMBAK ADVENTURE RACE (GAR) 2024 TERMS & CONDITIONS**

The terms and conditions for the **GOMBAK ADVENTURE RACE (GAR) 2024** are as follows:

The GAR is an extreme outdoor multi-sport race designed for experienced racers, mountain bikers, and trail runners who understand the risks associated with such an event.

Participants who agree to the terms and conditions of this event confirm that they understand that the race goes through remote and sometimes difficult terrain.

Participants also accept the risks associated with such an event, including the potential for medical response to an emergency to be delayed or slow due to the challenging terrain.

The organization reserves the right to withdraw the privilege of participating in this race from any individual or team found to be lacking in sportsmanship, maturity, or not acting in the spirit of the race.

Participants acknowledge that the medical and emergency response time for this event may take longer than usual due to the remote locations of the racecourse and the difficulty of accessing the course on foot.

Participants who are not willing to accept these risks are advised not to register for the race.

By registering for the **GOMBAK ADVENTURE RACE (GAR) 2024**, participants agree to these terms and conditions and confirm that they understand the risks associated with this extreme outdoor multi-sport race.

### **The Race**

**GOMBAK ADVENTURE RACE (GAR) 2024** is organized by Hijo Outdoor & Sports Events Management. The race is open to participants aged 18 years old and above on race day, irrespective of nationality, for each of the categories.

The GAR offers two different categories including men's team, and mixed team.

All participants must register and pay the registration fee through the official GAR online registration.

The registration fee for the GAR may vary depending on the time of registration. Early bird and normal registration fees may apply.

The race will take place on the specified date and time, and the race routes are usually unmarked, however, all checkpoints will be clearly marked by the Organizer. All participants must respect the environment and local communities.

Participants must wear the official GAR race bib throughout the race and are responsible for ensuring they have the mandatory equipment for their category, as specified by the Organizer.

The GAR will be timed using an electronic timing system, and results will be published on the official website and other media channels as deemed appropriate by the Organizer.

The GAR may have aid stations along the route, where participants can receive basic medical assistance and water. However, participants are responsible for their own nutrition and hydration during the race.

The GAR will have designated finish lines for all categories, and participants must complete the race within the cut-off time.

The Organizer reserves the right to modify the race routes or cancel the event due to unforeseen circumstances, including but not limited to inclement weather, natural disasters, or other events beyond their control.

Participants may be subject to drug testing before or after the race, and any participants who tests positive for banned substances will be disqualified.

The Organizer may use photos, videos, and other media recordings taken during the GAR for promotional purposes without obtaining the consent of participants.

Any complaints or disputes related to the GAR must be reported to the Organizer in writing within 24 hours of the race finish with a commitment fee of RM100/objection. The Organizer's decision will

be final and binding. Objection money will not be returned if the reason for the objection is unfounded.

By participating in the GAR, participants agree to these race terms and conditions and acknowledge that they have read and understood them.

### **Registration, Payment, and Personal Information**

Registration for the race is only confirmed upon receipt of full payment and upon issuance of a confirmation email from the exclusive online registration portal, <https://checkpointspot.asia/>. In consideration of the participant's use of the GAR online registration, the participant agrees to provide true, accurate, current, and complete information. If at any point in time, the Organizer has grounds to believe that such information is untrue, inaccurate, obsolete, or incomplete, the Organizer may suspend or cancel the participants' registration without any refund of the registration fee.

The participants understand that for safety reasons and primarily for identification by the medical team, participants are prohibited from swapping, selling, or transferring race slots/race entries/race bibs to another person. There is no refund in the event of withdrawals, regardless of any circumstances.

Once registration has been duly processed, there shall be no refund for whatsoever reason.

The Organizer reserves the right to limit and/or refuse entry without giving any reason and/or notice.

The Organizer shall not entertain nor be in any way responsible for any disputes, discrepancies, or complaints arising from incomplete or inaccurate entry details in the registration process.

Participants are strictly not allowed to transfer their race entries to another party or change race categories after their registrations are confirmed.

By signing up for GAR and providing information, personal or otherwise, to participate in the event, and/or any activity involving the Organizer, participants have expressly given consent to the Organizer, event sponsors (the sponsors), and event photographer to:

Collect, analyse, collate, share, disclose to third parties and/or otherwise use without any liability to the individual, information relating to that individual as may in its sole discretion deem fit, including without any limitation for its programs, planning, data-processing, and statistical or risk-analysis, research, fundraising and/or any other purposes in furtherance of the functions of the event. The Organizer and the Sponsors declare by virtue of being the event owner or sponsor, they can use the services of third parties.

Post the full race results on the CPS website and GAR social media platform after the race.

Use any photographs (including those of participants of the event), motion pictures, recordings, or any other media records of GAR, for any legitimate purpose including commercial advertising and distribution to Sponsors anywhere in the world.

The Organizer shall take reasonable precautions to ensure the confidentiality and safekeeping of the personal data collected from participants. However, the Organizer shall not be liable for any unauthorized access or use of such personal data by third parties.

Participants are responsible for ensuring that their personal information, including contact details and medical information, is accurate and up-to-date. The Organizer shall not be liable for any consequences arising from inaccurate or incomplete information provided by participants.

Participants agree to receive communications from the Organizer and the sponsors, including promotional and marketing materials, via email, SMS, or other forms of communication. Participants may opt out of receiving such communications by notifying the Organizer in writing.

Participants acknowledge that the Organizer and the sponsors may use their personal information to contact them for purposes related to the event, including but not limited to race updates, safety announcements, and logistical arrangements.

Participants agree to indemnify and hold harmless the Organizer, the sponsors, and their officers, employees, and agents from and against all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with their participation in the event.

The Organizer reserves the right to amend these terms and conditions at any time without prior notice. It is the responsibility of participants to review the latest version of the terms and conditions before participating in the event.

### **Race Cancellation, Route Alteration and Refunds**

The Organizer reserves the right to cancel the GAR at any time without prior notice to the participants, in which case such cancellation will be informed to the participant before race day. If GAR must be cancelled due to the occurrence of incidents that are beyond the control of the Organizer and which renders it impossible or unsafe to hold the event including but not limited to force majeure, there shall be no refund of fees paid and the Organizer shall not be liable for any direct or indirect loss or inconvenience caused arising of the cancellation.

The Organizer reserves the right to amend GAR race routes as deemed fit for the safety of the participants and/or to prevent any potential hazards in the running of the event, at any time without prior notice to the participants. For race route amendment, every effort will be made to inform the participants prior to race day. The Organizer shall not be liable for any loss or inconvenience caused due to such amendment.

The race director reserves the right to postpone, delay the start of the event, hold participants at designated checkpoints along the racecourse for as long as necessary, and/or modify the race cut-off times if necessary if safety becomes an issue before or during the event.

The participants understand and accept the race organization reserves the right at its absolute discretion to alter the date of the event, change the racecourse, or the content of the event program as deemed necessary at any time. The race organization also reserves the right to cancel or alter the route of the event in the case of adverse weather conditions or safety considerations and this decision remains at the sole discretion of the race director. The organizers will, however, strive to let participants know in advance of any cancellation or expected delays. The race organization will accept no liability in respect of any costs and expenses participants may incur because of such cancellation or delay and the race fee remains non-refundable. In the event of re-scheduling, the Organizer will assist in setting a new event date and will inform participants in advance of this new event date to allow them to make necessary changes to their itineraries and to plan.

The Organizer reserves the right to cancel, vary and/or add any race category without giving prior notice.

Participants will be informed of how many lake/river crossings they will need to cross during the event and each lake/river crossing will be assessed in the week leading up to the event date. On the actual race date, GAR technical team will be on hand to assist participants across the main lake/river(s). In the event of heavy rain, participants should not proceed and attempt to cross lake/river crossings in flood. Common sense and sensible action are needed in such scenario. Follow the instructions of the technical crews at any lake/river crossings or call the emergency call centre for advice on what to do if you find yourself in a situation that warrants urgent advice from the organizing team. You are responsible in part for your safety, and you need to not only be sensible about your conduct but also must always practice a safety-first attitude.

***The Race-course Map and detailed profile:*** The race organization will release the race-course map prior to the event start. The racecourse map only provides the general description of the route. The actual route will be marked on the ground and participants are to follow the marked trail. Possible diversions or changes to the racecourse may be possible and any changes that are necessary will be done so and participants informed accordingly.

No refunds are payable for participants of the GAR who withdraw, do not show up for registrations, or do not turn up to compete in the event. Uncollected event shirts will be put back on sale after the end of the event if uncollected. For participants unable to attend the event who wish the organization to send them their event shirt and merchandise, please contact the organization before the end of the event for shipping charges to your destination.

### **Participants Safety & Health**

Whilst every reasonable precaution will be taken by the Organizer to ensure the participants' safety, participating participants compete at their own risk. The Organizer shall not be held responsible or liable for any injury or death arising from training in preparation for the event and/or participating during the event. Participants are strongly encouraged to go for medical check-up and/or in consultation with their medical practitioner prior to registration and/or at any time from the date of registration till race day to satisfy himself/herself of his/her mental and physical fitness in participating in the event. All participants are required to have adequate personal accident and injury insurance coverage before starting the race.

All participants are responsible in ensuring they get a full medical check-up before registering for the event by a medical doctor and are medically fit to compete in this extreme event and do not suffer from any of the medical conditions stated below. Participants suffering from any of the medical conditions stated below are not allowed to participate in this event:

Hypertension

Coronary heart disease

Diabetes

Any other disease which can be aggravated by physical activities

No exceptions are made for the participants with any of the above medical conditions. It is important participants be truthful and honest about their medical conditions to avoid complications on the racecourse should there be a medical emergency. It is the race director's final decision to allow or exempt runners with medical conditions not listed above.

Participants agree that the organizers and sponsors will in no way be held responsible for any loss of, or damage to personal property because of participation in the event. Supervised baggage / bike storage /personal belongings will be provided for participating participants (details will be provided at the pre-race briefing).

### **Checkpoints, Deadlines and Participants Identification**

Participants agree to adhere to the set deadlines imposed, registration times and location before committing to the event. The organization cannot extend registration times, deadlines or change the location of the registration centre. Failure to appear in person to register at the set location and within the set time will mean disqualification from the event. This event does not allow for third party registrations or third party "bib collections" for individuals who do not turn up in person with a valid identification (i.e. MyKad / Passport / Driving License). Deadlines are imposed in advance of the race especially for event shirt orders /accessory purchases due to the need for shipping and mass production and / or early logistics planning in advance of the race. Participants should by the time of registering know where they are staying. If you need advice on where to stay, please contact us for assistance. It is the responsibility of each participant to ensure they arrive in Gombak ahead of the registration time and date and to ensure they can attend the registrations and Mandatory Equipment Inspection. The race organization is not responsible for flight delays and other travel issues.

Participants must wear the assigned bib number on the front of their shirt. Participants who are not wearing a bib number and/or who failed to wear a bib in a visible manner will be taken off the course by the on-site crews or race officials of the event.

If you do not reach the specific checkpoint(s) within the stipulated Checkpoints' cut-off times, the race officials will disqualify you and ask you to board the 4x4 or such other vehicles arranged by the Organizer to be ferried back to the start/finish line at Dewan Serbaguna JAKOA Bt 12, Gombak.

A participants must retire from the race immediately, if instructed to do so by any member of GAR on-site marshals, medical personnel, Jabatan Pertahanan Awam Malaysia (JPAM), Jabatan Bomba & Penyelamat, Polis Diraja Malaysia, Rela, referee, Race Director and/or any official authorised by the Organizer, failing which his/her bib number will be recorded and he/she will be removed from the race, from this point onwards he/she will be continuing independently of the event and at his/her own risk.

A participant who commences to start before the starting time of the race will be disqualified.

Participants caught cheating will be automatically banned. The organizers take a serious view of such actions.

### **Race Equipment & Timing**

**Mandatory Equipment:** All participants agree to abide with the stated mandatory equipment list. Failure to do so during the event may mean time penalties or possible disqualification. The mandatory equipment list is there for your safety.

A timing chip will be used to record team times. Proper placement of the timing chip is extremely important, and the timing chips have a 99% average read success during most races. While every care is taken to ensure that the timing chip is in working order when given to the participant, the Organizer shall not be held liable in the small chance when a timing chip does not have a successful read after the race. No refund or consolation will be given to the affected participant(s).

The "Gun Time" for each starting category shall be considered to determine the winners for all categories.

Note: The Gun Time - The time it takes to finish a race from when the starter's gun (or another signal) is sounded until crossing the finish line, irrespective of when the participants start. "Gun time" is generally the only officially recognized time, as opposed to chip time.

### **Prizes**

Prizes for winners are as stated in the prize list on the CPS online registration portal. They are subject to be changed, restructured, or cancelled at any time by the Organizer without giving any reason and prior notice.

Prize winners must report to the designated area or prize giving counter.

In the event potential winner(s) fails to register within 15 minutes after crossing finishing line, the Organizer has sole and absolute discretion to forfeit the winning prizes.

All prize-winning participants are required to produce their supporting documents (including their participants number) for verification of identity and to sign a receipt with their IC number or passport number to collect prize money.

For prize winners or potential prize winners, disputes or appeals must be made on-site in person in a written format with an appeal fee of RM100.00 within 30 minutes of the published results on the results notice board onsite failing which the Organizer reserves the rights not to entertain any dispute or appeal thereafter.

The Organizer shall not entertain any dispute or appeal regarding the results after the prize presentation ceremony.

Prizes must be taken in the forms as presented by the Organizer. They are not transferable and are subject to the Rules and Regulations or decisions as determined by the Organizer.

All prizes not claimed within 3 days from the race day shall be forfeited and the Organizer shall have the absolute, complete, and discretionary rights to redistribute or dispose of them accordingly as they deem fit.

For all other participants, disputes and appeals regarding the results must be submitted in writing including electronic mail within 3 days after race day (race day is counted as 1 day). The Organizer reserves the rights not to entertain any dispute or appeal after the end of 3 days including race day. Only the participants who have successfully completed the events within respective category's cut-off time will be awarded a finisher's medal upon presentation of their bib number to the respective officials; and all finisher medals must be collected immediately after crossing the finish line and no request will be entertained thereafter.

### **General**

The Organizer reserves the right to unilaterally add on, modify or substitute any of the above rules and regulations of the GAR at any time as they deem fit without prior notice. If there is ambiguity in any of the provisions, the Organizer shall be the sole authority which has the absolute, full, and complete power to interpret it as they deem fit.

Once again, if you, as participants cannot accept the terms and conditions of this event or the risks associated with such an event, please do not proceed further with this registration process.

By participating in the event, I have read and understood the rules & regulations and I agree to participate on the understanding that, I must adhere to ALL the rules and regulations stipulated.

**WAIVER CLAUSE:** In consideration of the acceptance of my entry, I, my heirs, successors, and assigns, do hereby unconditionally and irrevocably waive and release the organizers, the event sponsors and partners, as well as all persons, servants, contractors, agents, service providers, volunteers and agencies connected with it from all, complains, demands, claims, liabilities, proceedings, suits, losses and/or damages of any kind whatsoever due to or relating to or arising directly or indirectly out of my participation in the event, including without limitation, personal injury and/or death.

I have read all the Terms & Conditions above. I agree that if I do not adhere to any terms & conditions stated above, the Organizers of this event may refuse my entry OR end my progress at any time of the event.