

Release and Waiver of Liability Form

This Release and Waiver of Liability (the "Release") is executed on _____, by _____ (the "Participant"), who releases dms Broadcasting Ltd (the "Contest Organizer"), and any affiliated sponsors, venues and locations of the Corporate Cup and each of their directors, officers, employees, and agents (the "Affiliates").

1. I confirm that I am both a legal resident of the Cayman Islands and am at least 18 years of age.
2. I confirm that neither I nor any member of my immediate family is an employee or lives with an employee of the Contest Organizer OR have been an employee of the Contest Organizer from the period of one year prior to the event.
4. Waiver and Release: I, the Participant, release and forever discharge and hold harmless the Contest Organizer, its Affiliates and any of their successors and assigns from any and all liability, damage, loss, delay, claim or demand of whatever kind or nature, either in law or in equity, which arises or may hereafter arise wholly or in part, directly or indirectly from my participation in the Corporate Cup. I understand and acknowledge that this Release discharges the above mentioned from any liability or claim that I may have against them to the full extent permitted by law.
5. Insurance: I understand that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of my participation in the Corporate Cup. Further, I understand that the above mentioned does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the above mentioned in the event of such injury or medical expenses incurred by me.
6. Medical Treatment: I hereby release and forever discharge the above mentioned from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Corporate Cup.
7. Assumption of Risk: I understand that participation in the Corporate Cup may include activities that may be hazardous to me, and I hereby expressly assume the risk of injury or harm from these activities and release the above mentioned from all liability for injury, illness, death or property damage resulting from my participation in the activities or occurring while I am participating in the activities to the fullest extent permitted by law.
8. Rules: I have read, understood, complied with and will comply with the published Official Event Rules of the Corporate Cup (the "Rules"). I understand that any breach of the Rules will, at the Contest Organizer's sole discretion, entitle the Contest Organizer to disqualify me and/or my team.
9. Promotions: I understand and accept that the Contest Organizer and its Affiliates will have the right, without additional payment or permission, to use my picture, name, age, town of residence and likeness for the purposes of announcing the winners of the Corporate Cup and for related promotional purposes whether online, in print or in any other media.

10. Other: As a participant in the Corporate Cup, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Cayman Islands and that this Release shall be governed by and interpreted in accordance with the laws of the Cayman Islands. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

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Team Name			
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Print Name (Team Captain)	Signed	Date	Contact number/email address
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Print Name	Signed	Date	

Official Event Rules

General

1. By entering the Corporate Cup, all teams and team members shall be deemed to have read, understood, accepted and agreed to be bound by these Rules and all decisions of DMS Broadcasting. DMS Broadcasting's decisions shall be final and binding. There will be no appeals for challenges for any point deductions, disqualifications or judgments or decisions made by DMS Broadcasting and no correspondence will be entered in relation to the result of the Corporate Cup.
2. The Rules are subject at all times to change and at the discretion of DMS Broadcasting. DMS Broadcasting shall notify teams of material changes to the Rules. The Rules shall be supplemented by specific rules for each Event within the Corporate Cup, which shall be notified (verbally or in writing) to teams no later than on the day of the Event and shall also be subject at all times to change at the sole discretion of DMS Broadcasting.
3. DMS Broadcasting reserves the right to disqualify any entry or entrant at its discretion, including but not limited to any entrant or entry: (i) which is in violation of the Rules; (ii) which adversely affects the fairness or operation of the Corporate Cup; or (iii) who, in DMS Broadcasting's judgment, engages in any abusive conduct.
4. These Rules shall be governed by and interpreted in accordance with the laws of the Cayman Islands. In the event that any provision is deemed invalid, the enforceability of the remaining provisions of these Rules shall not be affected. The Contest is void where prohibited by law.

Teams

1. There will be a maximum of **22** registered teams that take place in the Corporate Cup.
2. Teams are limited to companies doing business in Grand Cayman, Cayman Islands.
3. There is no restriction on the company's size.
4. Registration form must be completed and dropped off at the dms Broadcasting front desk, along with the entry fee of \$250 to secure your spot to play. Your team is not confirmed without the registration form and fee and will allow others to take that open spot if they pay ahead of you. Waivers and charitable donation of \$300 must be submitted by time of registration on day of the event before play is allowed.
5. All information on submitted registration forms must be legible and, where an entry is illegible, may delay or invalidate the registration.
6. Registration forms can be emailed or submitted in person to DMS Broadcasting – 38 Godfrey Nixon Way, George Town, Cayman Islands.
7. Teams are asked to wear the same color shirt, or Team shirts, to make identification of teams easier.

Team members

1. One team member must be identified on the Waiver as the team captain ("Team Captain"). Any notifications will be made to the Team Captain using the contact details provided on the form and it is the responsibility of the team to ensure that the correct details are provided.

2. There is no limit to the number of participating members for each team. However, each Corporate Cup event (each "Event") will have both a minimum and maximum number of participants from each team.
3. Each team must have at least **3** female team members.
4. Generally, any team member can participate in any event. It is up to the members to decide which individuals will compete in each Event. However, certain Events will require at least one female team member to participate.
5. The Corporate Cup is only open to persons who are at least 18 years old and legally reside in the Cayman Islands. Employees of DMS Broadcasting and members of their immediate family (being, for the purposes of these rules, spouses, siblings, parents, legal guardians, children, legal wards, grandparents, grandchildren and in-laws) are not eligible to compete. Employees of affiliate companies of DMS Broadcasting are allowed to compete.
6. Team members may be asked to furnish proof of residency and age before, during or after the event. In the event that the identity, residency and/or age of a team member does not meet the criteria outlined in the event waiver or rules or that team member is unable to furnish proof of the same, then he or she will be unable to participate.
7. Should it be discovered after the Corporate Cup conclusion that any team had an ineligible member, they then will be disqualified and forfeit any prize. If a team is identified as the Corporate Cup winner but any team member is later determined to be ineligible, the runner up team will then be crowned as the winner.
8. All teams must submit the Corporate Cup Release Waiver with all participating members endorsing the acknowledgement of risk. **There will be no exceptions.**
9. All teams and its members agree to participate in the Corporate Cup and its Events at their own risk.
10. DMS Broadcasting, its Affiliates, and Sponsors undertake no liability or responsibility, and make no warranties, expressed or implied, with respect to any risk, incident or damage, direct or indirect, relating to or arising out of the Corporate Cup, including (but not limited to) cancellations, postponements, delays or other scheduling changes; missed events or connections or inability of winner to attend; and accident, injury, damage or expense arising from or occurring during the use of the prize, or travel to/from or attendance at any Event of or relating to the Corporate Cup, by the participant and/or, where applicable, any guest(s) of a participant.
11. DMS Broadcasting may supply protective gear for certain Events; however, it is the responsibility of the individual team and its members to ensure that protective gear such as gloves, knee pads or swimming goggles are secured and properly used.
12. There will be no substitutions on either day of the Corporate Cup of team members who are not listed on the event registration form or have not signed the Release Waiver. If teams become aware of any necessary substitutions in advance of the Corporate Cup, DMS Broadcasting may, at its discretion, allow the new team member to sign the waiver and return to DMS Broadcasting in person.

Fees

1. The registration fee for each team is KYD \$250 (the "Fees").
2. Each team will also be responsible for a fundraising amount of a minimum of KYD \$300. This amount will benefit the chosen charity.
3. Entry Fee must be paid at the time the registration form is handed into DMS Broadcasting, charitable donation must be submitted no later than registration on day of the event before play is allowed
4. Acceptable forms of payment for Fees are: cash, credit card (MasterCard & Visa), debit card (MasterCard & Visa) and check. A fee will be applied to the team for any returned check and the team members shall be jointly and severally liable for any such fee. Should a check be submitted with insufficient funds, the team will be deemed as ineligible to enter the Corporate Cup or to receive any prize.

Events

1. The Corporate Cup will consist of both cerebral and physical events, of the following type: Track & Field, Swimming, Basketball Shoot, Tug of War, Sack Race, Target Shooting, etc. For the avoidance of doubt, this list is not guaranteed and is intended to serve only as an illustration of the types of events which may be included in the Corporate Cup. Events may change at any time at the discretion of DMS Broadcasting.
2. The rules for each Event will be supplied to teams before the day of the Event.
3. Certain Events will only permit one team to compete at a time.
4. A coin toss may be used to determine which team goes first in each head to head Corporate Cup Event and in these circumstances, the team must designate a member to make the coin toss.
5. Where a coin toss is not needed to determine the starting order, teams may be required to compete at the same time.

Event locations

1. Event locations will be supplied to all Team Captains with advanced notice of the start of the Corporate Cup.
2. There may be multiple Event locations.
3. Event locations may change and are at the sole discretion of DMS Broadcasting.
4. Teams and its members are responsible for their own transportation to and from all Corporate Cup Events and during all Corporate Cup days.
5. DMS Broadcasting assumes no liability for any damages or losses whatsoever, including injury or legal breaches, during transport to, between and from the Corporate Cup Events. Participants are encouraged to drive safely and responsibly at all times.
6. Teams and team members are not permitted to bring food or beverage to any of the Corporate Cup Event locations. Participants will have the ability to purchase food and or beverages at Corporate Cup Event locations.

Event times

1. Team Captains will be supplied with Event start times and their locations in advance of each Event.
2. The Event times may change and are at the sole discretion of DMS Broadcasting.
3. All teams and the participating members for both Corporate Cup dates must be present at the pre-notified registration times, dates and locations.
4. Teams may be asked to register as much as one hour prior to commencement.
5. There will be no admittance to either of the Corporate Cup days after the closing of registration or start of the Events.

Scoring of events

1. Teams will be scored to determine the winner of each Event.

2. Certain Events will be timed. The team with the lowest time will receive the highest point value for that Event.
3. Certain Events will be scored by various point methods which are specific to the Event. All point scoring schemes will be made available, verbally or in writing, no later than the time of the Event to which the point scoring scheme relates.
4. Points may be deducted for breaching of Event specific rules.
5. There will be no foul play, cheating, or un-sportsman like conduct permitted. Any team or team member who is, in DMS Broadcasting's sole opinion, guilty of such conduct maybe subject to having points deducted or face disqualification at the discretion of DMS Broadcasting.

The overall winner

1. The overall Corporate Cup winner will be determined by the highest overall score.
2. If there is a tie between two teams, a Tug-O-War will be held to determine the winner. The winner of the Tug-O-War will be identified as the Corporate Cup winner.
3. In the event of a tie between three teams. The winner will be determined through two Tug – O – War events between the three teams with identical scores. A random draw shall determine which teams go first. The number of draws will be one less than then number of tied teams. The team that is not picked during the draw will receive a “bye” and then face the winner of the Tug-O-War match prior to produce two teams for the finale Tug-O-War match. The winner of the second match will be the winner.
4. Should there be a four way tie, there will be a random draw of the tied teams. The order in which the teams are picked will determine the order of matches. The random draw will be executed by DMS Broadcasting and will occur in the presence of the tied teams.
5. There will only be one Tug-O- War tie breaking match at a time.

The prize

1. The prize is the perpetual Corporate Cup trophy.
2. The winner of the Corporate Cup shall be engraved on the trophy and be allowed to house the trophy in their place of business for a period of one year.
3. The winning team and the company that it represents are responsible for the safekeeping of the Corporate Cup for the duration in which it remains in their possession. Any damage or loss during this period will be the responsibility of the Corporate Cup holder and the company may be charged for repair and/or replacement.