

2026 SPARTAN RACE PHILIPPINES: UPDATED TERMS & CONDITIONS

SPARTAN RACE SERIES WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE

1. ASSUMPTION OF INHERENT RISK

In consideration of being permitted to participate as a competitor, volunteer, or spectator (a "Participant") and/or on behalf of my child/ward's (each a "Ward") in any Spartan-branded event, I acknowledge that the Event is a high-intensity obstacle course race. I voluntarily assume all risks, both known and unknown, including but not limited to:

- **Physical & Traumatic Hazards:** Traumatic and/or orthopedic injuries resulting from a fall or collision; accidents involving paddling, climbing, biking, hiking, skiing, snowshoeing, or falling from heights ; as well as sprains, strains, and fractures.
- **Water & Environmental Risks:** Drowning, near-drowning , and diseases resulting from exposure to fecal-contaminated water or slurry.
- **Endurance & Metabolic Issues:** Medical issues associated with endurance events such as dehydration, illness, heatstroke, disorientation, or insufficient nutrition; and overuse injuries such as blisters, muscle cramps, shin splints, stress fractures, and over-use syndrome.
- **Thermal, Weather, & Altitude Risks:** Heat and cold injuries, including burns, heat-related illness, and hypothermia; and medical conditions which may be triggered by physical stress or exertion in a high-altitude mountain environment and/or extreme variations in temperatures.
- **Biological & Ecological Hazards:** Animal bites and/or stings ; contact with poisonous plants ; and the inherent risk of exposure to infectious diseases, including but not limited to COVID-19 (SARS-CoV-2) or other viral strains, which may result in personal injury , illness, permanent disability, and death.
- **Actions of Others:** Injuries involving the acts, omissions, or negligence of other Participants, Releasees, or vehicles, including travel by boat, truck, car, or other convenience.
- **Critical Health Risks:** I explicitly acknowledge and assume the risk of **heart attack** , **permanent paralysis** , and/or **death**.

2. PUBLIC HEALTH & SAFETY COMPLIANCE

I agree to comply with all customary terms and required safety practices communicated verbally or in writing.

- **Self-Screening:** I will not attend the Event if I have experienced symptoms of a communicable disease or have been in close contact with an infected person within the 10 days prior to the Event.
- **Hazard Reporting:** If I observe any unusual or significant hazard, I will remove myself or my Ward and promptly notify the nearest official.

3. SMOKING AND VAPING PROHIBITION

Smoking and vaping are strictly prohibited within all Event venues, including race routes, festival areas, and spectator zones. This policy is enforced in strict accordance with the following Philippine laws:

- **Executive Order No. 26 (2017):** Established smoke-free environments in public and enclosed spaces nationwide, prohibiting smoking in all outdoor spaces where people gather, such as parks, playgrounds, and resorts.
- **Republic Act No. 11900 (Vaporized Nicotine and Non-Nicotine Products Regulation Act):** Prohibits the use of vapes and novel tobacco products in all indoor public places and absolutely prohibits their use in schools, health facilities, public conveyances, and food preparation areas.
- **RA 8749 (Philippine Clean Air Act of 1999):** Prohibits smoking in enclosed public places and directs local government units (LGUs) to implement these prohibitions to ensure clean air.
- **Penalties:** Violators are subject to immediate removal from the venue and potential fines of up to **₱10,000** for third-time offenses, as prescribed by national law and local government "Smoke-Free Task Forces".

4. "BRING YOUR OWN BOTTLE" (BYOB) & SUSTAINABILITY

As part of our commitment to environmental preservation and reducing plastic waste in our host venues, the following rules apply:

- **BYOB Policy:** Participants are encouraged to bring their own **reusable hydration systems**, such as running backpacks with water bags, vests, or waist belts with soft flasks.
- **Refill Stations:** Water and electrolytes will be provided at designated replenishment points along the route; however, single-use plastic cups may be limited or unavailable to minimize litter.
- **Waste Management:** Littering on the course—including the disposal of energy gel packets or plastic wrappers outside of designated trash bins—may result in a time penalty or disqualification to protect the local environment.

5. COMPREHENSIVE RELEASE & INDEMNITY

To the fullest extent permissible by the laws of the **Republic of the Philippines**, I—on behalf of myself, my Ward, and my heirs—forever **WAIVE, RELEASE, and COVENANT NOT TO SUE** Spartan Race, Inc., Obstacle Course Camp, Inc., and the venue owners (the "Releasees").

- This release applies to any suits, claims, or loss involving injury, disability, death, or property damage, whether arising from the negligence of Releasees or otherwise.
- I agree to indemnify and hold harmless the Releasees from any loss or liability, including reasonable attorney's fees, arising from my participation.

6. MEDICAL CONSENT & FITNESS

I attest that the Participant is physically fit and sufficiently trained for the Event.

- **Treatment:** I consent to first aid, medical treatment, and evacuation/transport if necessary, and release Releasees from any liability arising from such services.
- **Insurance:** I verify that on the date of the Event, the Participant will be covered by valid medical/health insurance.

7. DATA PRIVACY & THE DIGITAL LIKENESS (2026 UPDATE)

In compliance with the **Data Privacy Act of 2012 (RA 10173)**, I irrevocably grant Releasees the following rights:

- **Media Rights:** Unlimited permission to use, reproduce, and distribute my name, voice, and likeness in any format, including photography, video, and **AI-synthesized depictions** for any legitimate purpose in perpetuity without compensation.
- **Digital Assets:** The right to utilize my image or performance in connection with digital collectibles (NFTs) or virtual reality environments.
- **Personal Data:** Consent for Spartan to process my personal and health information for event safety and to share contact data with authorized sponsors, subject to my right to withdraw consent under NPC guidelines.

8. CANCELLATION, REFUNDS, & FORCE MAJEURE

- **Non-Refundable Policy:** Unless otherwise required by Philippine law, all entry fees are non-refundable.
- **Event Modification:** Releasees reserve the right to postpone, cancel, or modify the Event due to factors beyond their control (e.g., acts of God, natural disasters, or government intervention).
- **Rescheduling:** In the event of postponement, organizers will make every effort to reschedule. If a Participant cannot attend the new date, they may be eligible for a **Transfer/Credit Shell** (subject to a transfer fee), but no cash refund will be granted.

9. GOVERNING LAW & DISPUTE RESOLUTION

- **Jurisdiction:** This Waiver is governed by the laws of the **Republic of the Philippines**.
- **Mediation:** Any dispute must first be attempted to be settled via non-binding mediation in **Quezon City, Philippines** (or via authorized virtual mediation platforms).
- **Limitations:** Any legal action must be commenced within one (1) year of the discovery of facts giving rise to the claim, or it shall be forever barred.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND DO SO FREELY AND VOLUNTARILY.