

TERMS AND CONDITIONS
PARTICIPATION IN 4 DAY 3 NIGHT (4D3N) TRIP TO TAIWAN/INDONESIA ORGANISED BY YONG
TUAN HENG RENAL FOUNDATION

In consideration of being permitted by YONG TUAN HENG RENAL FOUNDATION, (hereinafter, the Organizer) to participate in the Event, I, as the Participant will be responsible for any obligation of the Participant and, understand and acknowledge that by accepting the terms and conditions I am legally agreeing to the terms and statements included in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (hereinafter, the Agreement) and that these statements are being freely and voluntarily accepted by the parties who acknowledge each other enough legal capacity to execute this document under the following:

GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN THE EVENT

PART 1– SUBJECT, SCOPE OF APPLICATION AND GENERAL REGULATIONS

The subject of this contract is governing the General Terms and Conditions of Participation and the legal relationship between the Participant and the Organizer of the Event.

Upon registration, the Participant acknowledges the rules in their respective valid versions and in this order and will be responsible of the acknowledgement and understanding of them by the Participant Compliance with and acceptance of this basis is a fundamental condition for participation in the Event.

PART 2 – ORGANIZATIONAL MEASURES

1. The Participant must follow, and will be responsible for making sure to understand and follow, the rules and regulations of the Organizer.
2. In case of non-compliance, the Organizer has the right to exclude the Participant from the Event as he deems convenient, should the order of the Event or the safety of other Participants of the Event be endangered.
3. Each participant shall:
 - a) observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by the Organizer and/or the management of the Event Venue;
 - b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or the Organizer into disrepute;
 - c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and
 - d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.
4. The participant agrees that his/her travel to and attendance at an Event is at their own risk and not the responsibility of the Organizer. The Organizer is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

Part 3 – REGISTRATION AND PAYMENT

1. Upon registration, participants requiring dialysis treatment are required to submit the application form, a medical report from a qualified medical doctor or hospital certifying their fitness to travel and any copies of latest lab reports as stipulated in Form A.
2. Only members who have paid the membership fee are entitled to apply. Application will be

submitted to our panel doctors for evaluation and approval upon payment of the deposit. The deposit will be fully refunded for unapproved applications (or in the event of cancellation by the organisers). Unsuccessful applicants will be informed in writing. Deposit paid will be considered as part payment for successful applications. Please note there is a no cancellation policy for applicants. Deposits will not be refunded in the event of cancellation by applicants after the application is submitted.

Note: All applications will be forwarded for medical consideration. Cost will be incurred to process the application hence the non-cancellation policy. Flight and tour arrangements will be made automatically for all approved applications without further notice. Applicants will only be notified of the flight and tour itinerary once the flight arrangements are finalised.

3. Confirmation of registration will only be deemed complete upon receipt of full payment and the relevant documents listed in the form certifying their fitness to travel. The deadline for payment is 15 August 2025 and registrations made after this date will not be accepted by the Organizer.
4. All payments made by participants are non-refundable and non-transferable, except in the event of force majeure. Force majeure means circumstances which are beyond the Organizer's reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal and/or impossible for the Organizer to host the Event or perform their obligations under these terms including circumstances which directly affect the participants in their home countries resulting in a material percentage of the participants being reasonably likely to be prevented from attending the event.
5. If, as a result of Force Majeure, the Organizer cancels the event, the Organizer shall use its reasonable endeavours to either:-
 - a) Reschedule the event; or
 - b) Refund the Participant Fee as soon as practicable.
6. Without prejudice to the Organizer's obligation to refund any fee to the Participants, the Organizer accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.
7. The Organizer reserves the right to request participants to sign this Agreement at any time before the Event.
8. The Organizer may impose a limit on the number of participants and retains the sole discretion to reject applications exceeding this limit.
9. The Organizer reserves the right to reject registrations or exclude a participant from the Event if:
 - a) Incorrect information has been provided on the registration form; or
 - b) There are concrete reasons to suspect that the participant is not fit to travel.

PART 4– DISCLAIMER OF LIABILITY

1. The Organizer reserves the right to delay, modify, or cancel the Event if it deems the conditions unsafe, at its sole discretion. If the event is delayed, modified, or cancelled for any reason, including directives issued by authorities or force majeure, beyond the control of the Organizer, a partial refund may be issued after deducting incurred expenses.
2. If unforeseen circumstances including but not limited to directives issued by authorities or force majeure, beyond the control of the Organizer happen during the trip and extra costs incurred for that, Participants agrees to pay all costs that may be incurred on Participant's behalf (including but not limited to accommodation expenses and meal expenses).
3. The Organizer is not liable for damages except in cases of intent or gross negligence, which shall be

proved by the Participant.

4. The Organizer assume no responsibility for and shall not be liable for any compensation, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by:
 - a) any defaults, wrongful or negligent acts, omissions of the Agent, Vendors or Third parties;
 - b) any defect in or failure of any vehicle, craft, equipment, or instrumentally owned, operated, or otherwise used or provided by the Vendor or third party;
 - c) any wrongful or negligent acts or omissions on the part of any other party not under the Organizer control which remains to be the Agent, Supplier, Vendor and any other third party not authorized by the Organizer; and
 - d) any Vendor or third party price drop after travel arrangements have been confirmed, paid in full or ticketed. You hereby release the Organizer from all claims arising out of any problem covered in this paragraph.
5. The Organizer will take no responsibility for health risks of the Participant in connection with the participation in the Event. The Participant are aware that participation in the Event bears risks and that risk of serious danger, severe injury and also death will not be responsibility of the Organizer in any case.
6. The Participant acknowledges and agrees that it is **NOT** the responsibility of the Organizer to determine whether the Participant is sufficiently fit and healthy enough to safely participate in the Event without reservations.
7. Participants requiring dialysis treatment shall obtain from their medical provider or equivalent a certification that the said Participant has not been advised against participating in the Event. One (1) dialysis treatment will be arranged for the entire duration of the Event for those Participants with the medical certifications. The Participant acknowledges the potential risks associated with dialysis treatment during the Event and accepts that the Organizer has no responsibility for any injuries, illnesses, and/or disabilities arising from such treatments.
8. The Participant authorizes any medical treatment deemed necessary in the event of injury or unforeseen circumstances while participating in the Event. Participant either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services that may be incurred on Participant's behalf.
9. The Organizer cannot be held liable for misplaced items belonging to the Participants. The Organizer shall assume no liability for items of the Participants stored by himself or third parties employed by the Organizer.

PART 5– SEVERABILITY CLAUSE/PLACE OF PERFORMANCE/ APPLICABLE LAW

1. If individual provisions of this Agreement are wholly or partially invalid or unenforceable, this does not affect the validity of the rest of this Agreement. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.
2. Place of performance for all obligations arising under or in connection with this Agreement is the relevant place and locations where the Event will take place.
3. This Agreement shall be exclusively governed by the Malaysian law.

I HAVE READ AND ACCEPTED THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION STATED HEREIN SHOULD I PROCEED TO PARTICIPATE IN THE EVENT.

Signature :	
Name of participant:	
MyKad / Passport :	
Date :	