

Disclaimer Adult Participant

You must sign and return this form to Francis House Family Trust (Registered Charity Number 328659) (the “Organiser”) on prior to participating in the Splash Out Event on 6th July 2019.

I HAVE BEEN MADE AWARE THAT:

The activities undertaken at the Splash Out Event can be physically challenging and dangerous, and include but are not limited to water and other obstacles, climbing structures and adverse weather.

There is a risk of serious injury and/or death associated with my participation in activities at the Splash Out Event

Although by following the strict safety standards minimises these risks, they cannot be completely eliminated

Participation in activities and use of facilities at The Splash Out Event is ENTIRELY AT MY OWN RISK.

I CONFIRM THAT:

I am 18 years of age or older.

I am fully aware of the risks to myself and others associated with participation in activities and use of facilities at The Gauntlet Games. These risks include damage to or loss of personal property, personal injury and in extreme cases, death.

I will comply with all instructions given to me by the Organiser’s officers, employees and volunteers during the Splash Out Event and use any equipment as directed and not so as to hurt or injure others.

I am sufficiently fit and healthy to safely participate in The Splash Out Event and do not suffer from any medical condition which would adversely affect my ability to safely participate in all activities at The Splash Out Event

RELEASE

I hereby acknowledge and accept that the Organiser shall not be liable to me for any loss or damage arising from my participation in the activities at The Splash Out Event, including indirect or consequential loss or damage.

Nothing in this disclaimer shall be construed as limiting or excluding the Organiser’s liability for:

- (a) death or personal injury which arises as a consequence of the Organiser's negligence, or the negligence of the Organiser's Staff; or
- (b) fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal or unlawful for the Organiser to exclude or attempt to exclude its liability.

AGREEMENT

I have read and fully understood all the terms of this disclaimer. I have also read and fully understood the Rules and Terms and Conditions applicable to the Splash Out Event

By participating in the Event I agree to being photographed and / or to be included in the filming of imagery recording the Event and / or to be included in sound recordings of the Event. I hereby waive any and all rights of publicity or privacy and hereby grant to the Organiser the full and complete permission and authority to utilise my appearance in the Event in all manners and media.

If any court or competent authority finds that any provision of this document (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

Name (capital letters): _____

Date of Birth: _____

Signed: _____

Date: _____