

# Blue Chip Agreement and Waiver

BLUE CHIP AGREEMENT AND LIABILITY WAIVER (this "Agreement and Waiver")

**PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.**

In consideration of being permitted to register and/or participate in, including without limitation by observing, the activities for which you are registering (the "Event"), on behalf of yourself and any personal representatives, assigns, heirs, executors, successors and next of kin, you understand, agree, warrant and covenant as follows:

**1. Authority to Register and/or to Act as Agent.** You represent and warrant to Blue Chip Windsurfing Limited. (Who are managing this event on behalf of Blue Chip SUPer Club) that you have full legal authority to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Blue Chip refers to The Blue Chip Windsurfing Ltd. Trading as "Blue Chip Board Store" and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Blue Chip singly or together and its and each of their officers, employees, contractors, subcontractors, volunteer helpers, agents and each of their agents, representatives, successors and assigns.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties.

**2. ASSUMPTION OF RISK.** IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT IS HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC WATERWAYS, ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY WATER OR ROAD.

**3. Representations.** You represent and warrant that you are in good physical condition, are able to safely participate in the Event and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Blue Chip or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behaviour at all times while at the Event and to obey all local, civil and criminal laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities

or property. You agree that Event officials may dismiss you, without refund, should your behaviour endanger the safety of or negatively affect the Event. You understand and agree that neither Blue Chip nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Event organizer.

**4. Use of Likeness.** You hereby grant Blue Chip and the holder of the Event permission to record your voice and photograph you in conjunction with the Event. You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant Blue Chip and the holder of the Event full unrestricted rights to the use of your photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

**5. RELEASE AND WAIVER OF LIABILITY.** YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE BLUE CHIP AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

BLUE CHIP, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLUE CHIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE BLUE CHIP SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE BLUE CHIP SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY BLUE CHIP; (D) PERSONAL INJURY NOT CAUSED BY BLUE CHIP'S GROSS NEGLIGENCE; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE BLUE CHIP SITES; (G) ANY OTHER MATTER RELATING TO THE BLUE CHIP SITES, OR BLUE CHIP PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT BLUE CHIP'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER ON ANY ACCOUNT, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU.

**6. INDEMNITY.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BLUE CHIP AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS AND DEMANDS MADE BY ANY PARTY AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES, COSTS, CLAIMS AND DEMANDS CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, (B) YOUR USE OF BLUE CHIP OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE LOCATED AT <http://www.windsurfer.co.uk/TOT.htm> .

**7. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF BLUE CHIP'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLUE CHIP MAKES NO WARRANTY THAT THE BLUE CHIP SITES' SERVICES WILL BE

UNINTERRUPTED, SECURE OR ERROR FREE. BLUE CHIP AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BLUE CHIP DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE BLUE CHIP SITES. BLUE CHIP IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

**8. Applicable Law; Consent to Jurisdiction.** You agree that the statutes and laws of the United Kingdom without regard to the conflict of laws principles thereof will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Blue Chip relating to this Agreement and Waiver resides in Kingston County Court, and you further agree and expressly consent to the exercise of personal jurisdiction in Kingston County Court in connection with any such dispute including any claim involving Blue Chip or its subsidiaries, affiliated entities, or entities that control or are controlled by Blue Chip singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors, and assigns.

**9. Severability.** You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

**BY REGISTERING FOR THE EVENT YOU ARE ACCEPTING THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

## **Blue Chip Windsurfing Ltd. Event Terms and Conditions**

By registering for the event I agree that I participate in the event entirely at my own risk and that no responsibility whatsoever on any account shall attach to Blue Chip Windsurfing Ltd. Trading as "Blue Chip Board Store" any event sponsors, race directors, and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Blue Chip singly or together and its and each of their officers, employees, contractors, subcontractors, volunteer helpers, agents and each of their agents, representatives, successors and assigns any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused. I am healthy and am fit enough to complete this event.

### **Insurance**

All competitors must have third party insurance and a licence to paddle on the River Thames. If you are a member of British Canoeing (the UK governing body of paddle sports) you will have adequate insurance and a full UK waterways licence as part of your membership. **If you are not a British Canoeing member, we strongly recommend joining by clicking here <https://www.britishcanoeing.org.uk/membership/>**

## Associated Risk

- I am aware of the physically strenuous nature of this event, the risks both medically and physically.
- I confirm I am healthy and fit (physically and medically) enough to complete this event. I accept that should any medical or physical condition arise prior to the event which is likely to affect my ability to compete will be reason to withdraw in accordance with these conditions.

*"It is strongly recommended that you train for the event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the event."*

Blue Chip Windsurfing Limited

**Race Director:** Brian Johncey. The main race rules will be published and on view at the registration desk. We will be in general adopting the same race rules as ISA SUP. However, the race director's decision will be final.

**Registration Fee:** For 2019 the registration fee has been reduced to reflect that there will be no prize money awarded.

**Other event rules include:**

- All Event Participants are required to declare and collect their race numbers and bibs at the event registration desk between 08:00 and 09:45 on the day of the event.
- There will be a £10 administration charge to make any registration changes whatsoever after 28th February.
- No registration changes can be made whatsoever after registration closes on Friday 19th April.
- **If BOTT has to be postponed for safety reasons due to events beyond our control such as extreme weather conditions or excessive river flow, the event will be rescheduled to Saturday 15th June 2019**
- Official numbered race bibs (as issued at the registration desk) must be worn and be clearly visible by all competitors for the complete duration of the race.
- All race buoys must be rounded anti clockwise with the buoy on your left
- All competitors must complete the course standing in accordance with ISA SUP rules
- All juniors must be accompanied (within 10 metres) by a nominated competent adult paddler at all times whilst on the water
- All racers must paddle on the right hand side of the river
- No out of class or gender drafting in accordance with in accordance with ISA SUP rules
- The race briefing will be at 10:00 on the day, click here for details  
[http://www.windsurfer.co.uk/SUP\\_BattleOfTheThames.htm#large\\_number\\_of\\_entrants](http://www.windsurfer.co.uk/SUP_BattleOfTheThames.htm#large_number_of_entrants)
- Race start sequences will be with 3 minutes intervals between each start: - Once the signal for the start of the first race has sounded, all other starts will be automatically locked in place with 3 minute intervals with no delays or restarts. Click here for the staggered start sequent  
[http://www.windsurfer.co.uk/SUP\\_BattleOfTheThames.htm#large\\_number\\_of\\_entrants](http://www.windsurfer.co.uk/SUP_BattleOfTheThames.htm#large_number_of_entrants)
- All participants that complete the course will be issued with an event medal
- Race entry fees are not transferable to any other person or to any other event.
- **The Race Directors decision will be final in all cases**

**Adults Race: Online Entry** By submitting an application online and paying a fee for entry into this event I understand and agree to abide by the terms and conditions, the instructions given by the organiser and race officials. You will not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event organisers. No payment shall be deemed to have been received until the event organiser has received cleared funds.

**Junior Races Online Entry** By submitting an application online and paying a fee for entry into Blue Chip's children's' races I understand and agree to abide by the terms and conditions and the instructions given by the organiser and race officials.

You will not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event organiser. No payment shall be deemed to have been received until the event organiser has received cleared funds.

## Photo and Video consent:

It is a condition that by registering for this event, you consent to the publication of photos and/or video and or/audio of yourself and any minor you represent, with no compensation for such use, to be used on the (BC) website in line with our privacy policy and or on social media websites.

See: [http://www.windsurfer.co.uk/service.htm#Photo\\_and\\_Video\\_consent](http://www.windsurfer.co.uk/service.htm#Photo_and_Video_consent)

When you enter any Blue Chip event or program, you enter an area where photography, audio, and video recording may occur.

**NOTICE OF FILMING AND PHOTOGRAPH:** By entering the event premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by Blue Chip and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Blue Chip events in the future, highlight the event and exhibit the capabilities of Blue Chip. You release Blue Chip, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.

By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Blue Chip or the person or entity designated to do so by Blue Chip.

You have been advised to read this Photo and Video consent policy and therefore fully informed of your consent, waiver of liability, and release before entering the event.

See:- [http://www.windsurfer.co.uk/service.htm#Photo\\_and\\_Video\\_consent](http://www.windsurfer.co.uk/service.htm#Photo_and_Video_consent):

**Withdrawal Policy** I agree to accept the terms of the Blue Chip withdrawal policy which is explained below. In the case of race transfers and race reschedules, the Withdrawal Policy is effective for the date of the original race entered. [Please read the Withdrawal Policy before entering the race.]

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From the moment we begin to organise an event, we start to incur costs. Your entry fee is invested into the cost of staging the event – everything from barriers to venue booking, from printing to safety pins, from race numbers to marketing not to mention event medals, safety boats, boat crews, catering, insurance, First Aid cover etc. etc. Organising any event requires a considerable amount of forward planning, risk and expense. Our withdrawal policy reflects this and is as follows:

- Registration fees or other registration details cannot be transferred**
- Credits will be issued after the event and as follows:**
  - A. Notification dated 8 weeks (61 days) or more before the event = 50% credit  
*(before 11<sup>th</sup> March)*
  - B. Notification dated 4 weeks to 8 weeks (30 to 60 days) before event = 20% credit  
*(between 12<sup>th</sup> March and 8<sup>th</sup> April)*
  - C. Notification dated less than 4 weeks (29 days) before event = nil credit  
*(after 8<sup>th</sup> April)*
- Refunds take about 5 days to complete from receiving a cancellation notice
- Due to the nature of sports events we are unable to make exceptions for injuries or pregnancy.

Race entry fees are not transferable to any other person or to any other event.

**Board Class changes.** Once you have registered in your chosen board class, there are no board class changes. To change your board class, you will have to re-register in your new board class.

- Notify Blue Chip in writing by email or by post. Date of withdrawal is date of the email or as postmarked on the envelope. Telephone messages are not acceptable.
- Send your email to: [info@BattleOfTheThames.co.uk](mailto:info@BattleOfTheThames.co.uk)
- Please give your full name and the event you are withdrawing from.
- Or by post to: 'Withdrawal (BOTT)', Blue Chip SUP Store, 94 Church Hill Road, Sutton, Surrey, SM3 8LJ
- **Race prizes, trophies, medals, or any other race memorabilia or mementos awarded or given to competitors on the day of the race:-**
  - A. Cannot be given retrospectively to anyone who fails to turn up to collect in person at the time of the prize giving on the day of the event.
  - B. Cannot be given to anyone who fails to turn up, collect in person or who has withdrawn from the event.
  - C. Cannot be given to anyone other person for whom it is intended.