

Adventure Paddle Participant Waiver and Release **PLEASE READ THIS CAREFULLY!**

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

By accepting this document, you will waive certain legal rights, including the right to sue.

AGREEMENT This page details the terms and conditions of sale and operations of services provided by “Blue Chip Super Club” and or “Blue Chip Board Store” and or “Thames Sailing Club” (hereinafter also referred to as “the Club”, “the company”, “our”, “we” or “us”), of 94 Church Hill Road, Cheam, Surrey, SM3 8LJ. The term ‘client’ refers to the individual or organisation making the booking and or registering for the event. Please take the time to read and understand these conditions prior to booking/registering/taking part with us as they set out our respective rights and obligations. We also strongly recommend that you also read all the details set out in the web page relating to your paddle prior to booking/registering/taking part to ensure that you understand the itinerary and style of the paddle trip/activity you are undertaking. These terms and conditions, together with any written information we brought to your attention before we confirmed your booking constitute the entire understanding and agreement between us and by completing a booking you are accepting these terms and conditions. By submitting a booking form online, the named person on the booking agrees on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and where registering/taking part for/in an activity with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
4. That you have made all others listed in the booking aware of these terms and that all clients accept and agree to be bound by these terms.

PHYSICAL MEDICAL AND MENTAL COMPETENCE

Don't underestimate the physicality of Stand Up Paddleboarding:

- All Watersports are intrinsically hazardous:
- While the initial experience of Paddleboarding may appear ‘effortless’, it must be stressed this is a skillful, physical sport the demands of which significantly increase as natural forces intensify i.e. wind, river flow (which can increase during a paddle), wave action and tidal flow as well as third party actions such as other craft and or debris in and on the water. Club Adventure Paddles can include on and under water obstacles, fast flowing water, portaging and other physically challenging activities.
- I confirm that I understand fully what is involved in a Club Paddle which can include on and under water obstacles, fast flowing water, portaging and other physically challenging activities and that I am medically fit and do not suffer from asthma or any other medical condition that would in any way affect my ability to participate in water sports and I am mentally prepared to take part in the activity I am registering for. I confirm I can competently swim 50 metres fully clothed without assistance in either; river, lake, canal or sea.
- I confirm that I understand the Intrinsic responsibility I have to diminish risk to myself and others on the paddle.
- By applying to take part in this adventure paddle, I confirm that I fully understand the risks involved in being part of this adventure paddling activity.

Acceptance Of Risk and Responsibilities as a Participant

- It is a fundamental booking condition that you accept activities such as stand up paddleboarding can be hazardous and may involve elements of risk or discomfort, and that you take personal responsibility for your own actions. We take no responsibility for damage, death or injury caused to you or by you as a result of participation.
- You must at all times participate within your own ability and always use/wear approved safety equipment.

- By registering and or taking part, you are confirming that you are fit to participate in your chosen activity and that you have informed us of any medical conditions affecting your participation in the activity.
- You must notify us of any specific medication and dietary requirements at time of booking.
- If you have to drop out of a paddle, although we will do our best to assist, you will be responsible for any travel arrangements or additional costs incurred.
- For clients using our services to participate in outdoor activities e.g. Stand Up Paddleboarding or other water sports – it is the client’s responsibility to ensure the suitability of the activity for their fitness, abilities and equipment.
- For those participating in Club Adventure Paddles – whether using equipment hired borrowed or belonging to you – it is your responsibility to arrive with and keep your board and associated equipment in safe working order.
- For Whitewater adventures, helmets and suitable body armor must be worn at all times when you are on the paddle and we also recommend wearing gloves.

Collective Responsibility

- A paddle “**Route Planner**” will be chosen by the collective paddle group as a whole.
- The sole and only responsibility of the “Route Planner” is for planning the paddle logistics/Route and proposed schedule and no more, whatsoever on any account.
- The paddle group as a whole accepts a collective responsibility for all other matters regarding the activity you are registering/taking part for; including safety and makes collective judgments taking into account dynamic risk assessments prior to and throughout the paddle.

As a participant of a Club Paddle; it is your sole responsibility to make a judgment as to your personal capability to safely take part in the paddle given your physical condition and skills ability on the day of the paddle and it is your responsibility to voice any concerns whatsoever to the other participants and to remove yourself from the paddle.

- The paddler is fully responsible for their actions whilst attending any club paddles. We shall not accept responsibility for the actions of other paddlers nor the consequences of their actions.
- The paddler is responsible for providing their own (optional) insurance protection while attending the club paddle. Any accident or injury caused by a paddler’s actions and/or a 3rd party will be the full responsibility of that paddler and/or the 3rd party.
- The paddler agrees that they are physically and mentally capable of paddling the distance and terrain advised by the paddle Route Planner. If they decide to change their route then they shall be responsible for any and all consequences of this action.
- The paddler agrees to wear, as a minimum, suitably designed protective clothing for the prevailing conditions during the whole paddle. We reserve the right to refuse participation in the paddle if this is not met.
- The paddler confirms that the paddleboard and all of their equipment is of a suitable standard for the paddle terrain.
- The paddle route is given for advice only and we do not insist that participants use the route shown. Therefore, if the paddler chooses to paddle a section, it is entirely their own choice. If they choose a different route to avoid obstacles they decide are beyond their capabilities, they do so entirely at their own risk.

WAIVER

- I have voluntarily applied to participate in the adventure paddle trip on which I am booked. I am voluntarily participating in this adventure paddle trip or coaching with the knowledge of the numerous risks and dangers involved, or any other actions, omissions, or conditions outside the control of the Club.
- As lawful consideration of the right to participate in the trip, I agree to be responsible for my own welfare and assume all of the above risks, including those known and unknown to me.
- As lawful consideration of the right to participate in the trip, I expressly release, discharge and hold harmless forever Blue Chip Super Club, their owners, employees, affiliated entities, employees, agents, representatives, officers, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my paddling or participation in the activities arranged for me by the club/company.

- I agree that the terms of this agreement shall serve as a complete release and express assumption of risk for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this activity and to release the club/company from any and all liability to the maximum extent permitted by law.
- I further agree to “indemnify” the club/company against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the activity.
- I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- I acknowledge that by accepting these terms and conditions (i.e. by completing a booking), this constitutes my acceptance of this agreement.

Photo and Video consent: By taking part in the paddle, the paddler consents to photography, audio & video recording and its/their release, publication, exhibition, or reproduction to be used for promotional purposes by us and its affiliates and representatives. The paddler releases us from any liability connected with the taking, recording, digitising, or publication of interviews, photographs, computer images, video and/or sound recordings. The paddler waives all rights they may have to any claims for payment or royalties in connection with the publication of these materials.

CONFIDENTIALITY All information, including contact details, supplied to us by the client during the booking process will remain confidential and will not be shared with any companies or organisations. The only exception to this will be in cases where we arrange third party services e.g. a vehicle(s) from third party transport companies or hotels to assist in the delivery of booked services.

MISCELLANEOUS We reserve the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. Photographs and videos: any likeness or image of you secured or taken on any of our trips or courses may be used by the company without charge in all media (whether now existing or in the future) for bona fide promotional materials of any kind, such as brochures, videos and the internet.

DISPUTES Any dispute between our company and a client or third party that is not resolved by an agreement acceptable to both parties shall be referred to an intermediary. If this is not successful then the matter shall be dealt with through the English court system.