

TSC Paddleboard School Lesson and Event 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.

NOTE: ON A BLUE CHIP/ THAMES SAILING CLUB DEMO DAY, WE ARE SIMPLY LENDING YOU OUR EQUIPMENT AND GIVING YOU POINTERS ON HOW BEST TO USE IT. WE OFFER NO RESPONSIBILITY WHATSOEVER ON ANY ACCOUNT.

PHYSICAL MEDICAL AND MENTAL COMPETENCE

I confirm that I understand the sports involved in a Blue Chip and Thames Sailing Club Paddleboard School (hereafter referred to as "BC & TSCPS") Event 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 a (BC & TSCPS) demo. I confirm I can competently swim 50 metres fully clothed without assistance in either; river, lake, canal or sea.

Part 1 ASSUMPTION OF RISKS:

- 1) I am aware, accept, and understand that participation in a BC & TSCPS Event, demonstration / Taster Session or any other event involves many risks, dangers and hazards, some foreseeable but others are not, including but not limited to: those arising from transportation to, during or after a BC & TSCPS Event whether from a boat, shore, or in the water, and wading into water; on the road, pavement or and other surface and those associated with changing weather conditions and other natural or unnatural objects.
- 2) I accept these risks, and all others arising from a BC & TSCPS demo, even if arising from the **negligence, or gross negligence**, by or on the part of BC & TSCPS demo, its agents, helpers, employees, directors, officers, or any other person or organization assisting in a BC & TSCPS demo (the "Releasees") including failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of participating in a BC & TSCPS demo.
- 3) I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in a BC & TSCPS demo.
- 4) I undertake and agree to remove myself from participation in a BC & TSCPS demo if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at a BC & TSCPS demo, I feel unable or unfit to safely continue for any reason.
- 5) **I AM AWARE AND UNDERSTAND THAT IF I AM INJURED IN ANY WAY BY MY PARTICIPATION IN OR INVOLVEMENT IN A BC & TSCPS DEMO THAT I EXPRESSLY ASSUME THE RISK OF ANY INJURIES, INCLUDING DEATH, AND THAT I WILL NOT HOLD LIABLE THE RELEASEES FOR THE SAME. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH A BC & TSCPS DEMO AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Part 2 RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in a BC & TSCPS demo, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I may have or may have in the future against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in a BC & TSCPS demo, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of a BC & TSCPS demo;
- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in a BC & TSCPS demo;
- 3) That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4) That this Agreement shall be governed by and interpreted with the laws of Great Britain; and
- 5) That any litigation involving the parties of this Agreement shall be brought within Great Britain. In entering into the Agreement I am not relying on any oral or written representations or statements made by the RELEASEES with respect to the safety of a BC & TSCPS demo, other than what is set forth in this agreement. I confirm that I have carefully read and understood this agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

6) **Photo and Video consent:** By voluntarily seeking services provided by BC, TSCPS you accept it is a condition that by registering for this course, 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 & TSCPS) website in line with our privacy policy and on social media websites. See: http://www.windsurfer.co.uk/service.htm#Photo_and_Video_consent When you enter any BC & TSCPS event, course or program, you enter an area where photography, audio, and video recording may occur.

NOTICE OF FILMING AND PHOTOGRAPH: By voluntarily seeking services provided by BC & TSCPS you accept by entering the event premises, you consent to photography, audio recording, video recording and its/their release or inclusion on websites, social media, or any other purpose by BC & TSCPS and its affiliates and representatives. Images, photos and/or videos may be used to promote similar BC & TSCPS events in the future, highlight the event and exhibit the capabilities of BC & TSCPS. You release BC & TSCPS, 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 BC & TSCPS or the person or entity designated to do so by BC & TSCPS. 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:

If you do not consent to having your image recorded and used in line with our published photo and video policy as detailed above and at http://www.windsurfer.co.uk/service.htm#Photo_and_Video_consent: we recommend that you should not register for this course / event or enter the premises where the event is taking place.

