

Demo 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 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 (hereafter referred to as "BC") 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) 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 Blue Chip (BC) 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 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) demo, even if arising from the **negligence, or gross negligence**, by or on the part of (BC) demo, its agents, helpers, employees, directors, officers, or any other person or organization assisting in a (BC) 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) 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) demo.
- 4) I undertake and agree to remove myself from participation in a (BC) demo if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at a (BC) 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) 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) 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) 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) 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) 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) 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) 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:** I consent to the publication of photos and/or video and or/audio of myself and the minor listed below, with no compensation for such use, to be used on the (BC) website in line with our privacy policy.

I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER

NAME: _____ SIGNATURE: _____ DATE: _____

PARENTAL CONSENT FOR MINOR (under the age of 18) PARTICIPANT and INDEMNITY AGREEMENT

Minor: _____ (name/s)

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person identified and or signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above. I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

NAME: _____ SIGNATURE: _____ DATE: _____
Parent / Guardian