

This document affects your legal rights and you are advised to obtain legal advice before signing it.

DEED OF RELEASE AND INDEMNITY FOR WATER-SKIING ACTIVITIES FOR THE PARTICIPANTS

From time-to-time **HUNSTANTON SKI CLUB LIMITED** company number **01207921** with its registered address at The Chalet Hospital Drove, Long Sutton, Spalding, Lincolnshire PE12 9EL ("**HSR**") may offer the **Participant** the following opportunities (without limitation):

- the right to participate in organised races as either a skier, driver, observer, official or volunteer.
- the right to practice, train or test in preparation for organised races as either a skier, driver, official or observer;
- participation in racing, training or other skiing related activities to assess or secure opportunities or for experience as either a skier, driver, official or observer;
- participation in on-course training, coaching and other skiing development activities as either a skier, driver, official or observer:

("Skiing Activities").

In return for HSR offering these opportunities to the Participant, you, the Parent (acting on your own behalf and on behalf of the Participant where the Participant is under 18) accept and agree to the following conditions and confirm for the benefit of HSR and any third party who is involved in the Skiing Activities that:

- 1) You understand that participation in Skiing Activities is dangerous and exposes the Participant and others to a high risk of accident or damage and may result in serious consequences such as life-changing injuries or death;
- 2) Subject to clause 7 below, you accept and agree to assume all risks of loss, damage, injury or death which may be sustained by the Participant arising from or in consequence of the Participant's participation in Skiing Activities;
- 3) You agree and accept that it is your responsibility to obtain suitable personal insurance for these risks from an experienced sports insurer and that it is strongly recommended by HSR that you do so;
- 4) You shall procure that:
 - a. The Participant will only participate in Skiing Activities if he or she is fit and healthy and has no medical condition that may affect his or her ability to participate in the Skiing Activities;
 - b. The Participant will not participate in Skiing Activities under the influence of alcohol, any narcotic or other substance (including any medication) that may affect his or her judgement or abilities;
 - c. Before skiing the Participant will ensure that he or she is thoroughly familiar with all guidelines, safety procedures and protocols and other instructions provided for the proper and safe operation of the Skiing Activity concerned and the Participant will comply strictly with such guidelines and instructions including ALL on-course and safety instructions of the party running the Skiing Activity;

- d. The Participant will accept as final any decision by a party running a Skiing Activity as to whether it is safe for him or her to continue in that activity;
- 5) Subject to clause 7 below, you accept and agree that neither HSR nor any of its directors or personnel (including sub-contractors providing services to HSR or other skiing clubs, associations or bodies involved in Skiing Activities) nor any third party on whose behalf HSR may have arranged for the Participant to participate in the Skiing Activities (together the “**Released Parties**” and each individually a “**Released Party**”), shall be held responsible by you, the Participant or any personal representatives, dependants, family, heirs of the Participant or assigns for the death, injury, loss or damage to the Participant’s person or Participant or Participant’s property arising out of or in connection with the Participant’s participation in the Skiing Activities. Accordingly and subject to clause 7 below, you each release and undertake not to sue the Released Parties (or any of them) and undertake to indemnify and keep indemnified each of the Released Parties from and against all claims, actions, demands, liabilities, costs or expenses in respect of the Participant’s death, injury, loss or damage to the Participant’s person or property that is caused, arises out of or in connection with the Participant’s participation in the Skiing Activities; and
- 6) You further agree that neither HSR nor any of the Released Parties shall be responsible to third parties for any claim arising out of the Participant’s negligence or default in the course of participating in Skiing Activities and you undertake to hold harmless and to indemnify and keep indemnified the Released Parties from and against any claims, demands, actions, liabilities, costs and expenses arising (whether directly or indirectly) out of the Participant’s negligence or default.
- 7) It is agreed and accepted that nothing in this Deed of Release and Indemnity excludes or limits the liability of a Released Party for the Participant’s death or injury if this is caused by the negligence of that Released Party.

This Deed of Release and Indemnity shall be binding on the Parent (where the Participant is under 18) and on the Participant, his or her heirs, next of kin, dependants, beneficiaries and personal representatives and on the assigns of Participant and is subject to the laws of England and each party irrevocably agrees that the English courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed of Release and Indemnity or its subject matter or the formation of this Deed.

Please note that you may be asked to sign other waivers, releases and indemnities or documentation by third parties involved in organising, providing, sponsoring or otherwise supporting Skiing Activities as a condition of being allowed to participate and this document does not replace any such requirement.

If any provision of this Deed of Release and Indemnity is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Deed shall not be affected and shall be enforced to the fullest extent permitted by law.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND THE RELEASE AND INDEMNITY UNDERTAKINGS.

SIGNED AS A DEED

By the PARTICIPANT on his/her own behalf

Name (print):..... Date:...../...../.....

Signature:.....

In the presence of:

Witness Signature:.....

Witness Name (print):.....

Witness Address:

Where the Participant is under 18, his or her parent (or legal guardian) **must** also sign below.

By PARENT on his/her own behalf and on behalf of the Participant

Name (print):..... Date:...../...../.....

Signature:.....

In the presence of:

Witness Signature:.....

Witness Name (print):.....

Witness Address: