

TOUGH TRIBE - PARTICIPANT WAIVER

LIMITATION OF LIABILITY, INDEMNITY AGREEMENT & IMAGE RELEASE

Please read the following carefully before signing and agreeing to this waiver.

The following definitions and interpretations are used within this Agreement:

- "Company" is defined as Stockport Sports Trust T/A Life Leisure (Company Registration Number 4304674).
- "Participant" is defined as you, a legal person, who is participating in the Event.
- "Event" is to be interpreted as the Tough Tribe Obstacle Course Race constructed and organised by the Company in which the Participant will take part.
- "Participants" is to be interpreted as the other legal persons who have entered and who participate in the Event.
- "Agreement" is defined as this participant waiver
- "Released Parties" is defined as the Company and its affiliates, including but not limited to: any respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers.
- "Releasing Parties" is defined as the Participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a claim against the Company or the Released Parties on the Participant's behalf.

IMPORTANT: The Event will involve activities which require a high level of fitness and which may not be undertaken, or may not be suitable for participation, by people with particular medical conditions. It is the responsibility of participants to determine whether they are sufficiently fit and healthy enough to safely participate in the Event without reservations.

The Company:

- will not accept liability if a deficiency, personal injury, illness or death does not result from any fault on the Company's part or on the part of the Company's suppliers but is caused by the Participant's own acts and/or omissions, by the acts and/or omissions of a third party or by circumstances which neither the Company's nor the Company's suppliers could have anticipated or avoided by exercising all due care and attention.
- cannot accept liability and will not pay any form of compensation whereby cancellation or failure to perform any part of the Event is as a result of 'force majeure'. This applies to any circumstances that are beyond the Company's or the Company's suppliers' control and which the Company could not, even with all due care, avoid or foresee. Such events include, but are not limited to: war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience or strife, natural or industrial disaster, fire, adverse weather conditions, flooding, removal from the Event land, livestock contamination and all similar events outside of the Company's control.
- reserves the right to cancel the Participant's entry to and/or participation in the Event should the Participant be found to be in breach of this Agreement.

I (the Participant) hereby acknowledge and agree to the following conditions of entry into the Event:

- I accept there is a risk of serious injury and/or death from the activities involved by participating in this style of event, and I am aware and accept the risk involved in my participation is significant and may include, but is not limited to, the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Event participants; (ix) animal and insect bites and/or stings; (x) contact with poisonous or dangerous plants; (xi) accidents involving, but not limited to, paddling, climbing, hiking, travel by boat, truck, car or other such transportation, falling from heights; (xii) heart attack; (xiii) diseases from exposure to faecal contaminated water (xiv) permanent paralysis; and/or (xv) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.
- I knowingly and freely assume all such risks, both known and unknown even if arising from the negligence of Life Leisure and/or others, and assume full responsibility for my participation.
- I am fully responsible for being aware of my limitations, abilities and capability to participate and agree to apply this throughout my participation in the Event. I understand that the choices I make throughout the Event are solely my responsibility.
- I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event without reservations, and that I have not been advised against participation in the Event by a qualified medical doctor or equivalent.
- In circumstances whereby, before or during participation in the Event, I become aware of any such illness, disease, medical condition or injury that will seriously affect my participation and/or place myself and/or other Participants at risk, I will withdraw from the Event with immediate effect.
- I confirm I have taken all necessary steps to prepare myself physically for the Event by undertaking suitable training to enable me to undertake the physical demands of the Event.
- I will act in a responsible and courteous manner to all other participants, spectators, members of staff and volunteers at all times at the Event.
- I will take all reasonable steps and due care to ensure my own safety as well as the safety of other participants. This includes but is not limited to the immediate seeking of and consenting to the administration of first aid when necessary.
- I consent to the administration of first aid and other medical treatment that may be deemed necessary and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby indemnify Released Parties from any and all liability or claims arising out of such treatment and/or services.
- I understand that I and any spectators attending with me leave our vehicles and belongings in the event village and within/on Life Leisure's premises at our own risk.
- I confirm I am of full mental capacity and capable of reading and fully understanding the contents of this Agreement and thereby consenting to its content.
- I indemnify, defend and hold harmless the Company and Released Parties from, but not limited to, any loss, liability cost, claim and/or damages arising from my participation and or/attendance, or in association with the Event organised by the Company and/or their current sponsors.
- I hereby forever waive, release, covenant not to Claim, and discharge Life Leisure and the Released Parties from any and all Claims that I may have arising out of my participation in the Tough Tribe event. Nothing in this agreement shall limit or exclude either the Company or the Related Parties' liability for death or personal injury from its negligence. I understand that I (or any Releasing Parties acting on my behalf) am entitled to bring a Claim against Life Leisure and/or Released Parties for death or personal injury caused as a result of the negligence of Life Leisure and/or any of the Released Parties (as applicable).

- I hereby agree to reimburse Life Leisure and the other Released Parties in respect of any and all claims made by any Releasing Party arising from injury or loss due to my participation in the Event, and any and all Claims of co-participants, rescuers, an others arising from my conduct in the course of my participation in the Event. Nothing in this agreement shall require me to reimburse the Company and the other Released Parties for Claims arising from either the Company's or the Released Parties' negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the Event.
- I understand that this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Life Leisure will be taking photographs and videos of the Event, which may be for publicity purposes. These purposes include but are not limited to:

- Circulating the image(s) to local and national newspapers for inclusion in their online and print editions.
- Reproducing the image(s) in any printed publications or leaflets produced by Life Leisure (e.g. marketing materials)
- Reproducing the image(s) on the Life Leisure website (www.lifeleisure.net) and/or partner websites (e.g. www.toughtribe.co.uk) that are promoting Life Leisure's services and/or facilities.
- Using the image(s) in any form of digital marketing, email or social media marketing.
- Using the image(s) to promote Life Leisure's services both locally and nationally.
- Sharing the image(s) with other organisation's who have an interest in the services Life Leisure provide.
- Please inform at registration if you do not wish to feature in images as stated above

PARTICIPANT'S DETAILS

<u>FORENAME:</u>		<u>SURNAME:</u>	
------------------	--	-----------------	--

EMERGENCY CONTACT DETAILS

<u>FORENAME:</u>		<u>SURNAME:</u>	
<u>CONTACT NUMBER:</u>		<u>RELATIONSHIP TO PARTICIPANT:</u>	

PARENT/GUARDIAN'S DETAILS & COUNTER-SIGNATURE **(IF PARTICIPANT IS UNDER 18 YEARS OF AGE)**

<u>FORENAME:</u>		<u>SURNAME:</u>	
<u>RELATIONSHIP TO PARTICIPANT:</u>			
<u>AGE OF PARTICIPANT ON RACE DAY</u>			
<i>I hereby confirm I have parental responsibility for the Participant and agree to them participating in the Event in accordance with the terms and conditions as outlined above.</i>			
<u>SIGNATURE:</u>			

<u>SIGNATURE:</u>		<u>DATE:</u>	
-------------------	--	--------------	--

THANK YOU FOR YOUR PARTICIPATION - GOOD LUCK & HAVE FUN!