



Participant Agreement, Release and Assumption of Risk – ‘Waiver’

You must either be the person listed below or the parent, legal guardian or Responsible Adult (as defined below) of that person in order to sign the waiver. You may be referred to in relevant documents as ‘the hirer’ or ‘the participant’.

This is a legally binding document. Do not sign unless you wish to be bound by its terms.

In consideration and as a condition of being allowed to participate in the services and activities, Stand Up Paddle Boarding (referred to herein as “ACTIVITIES”), provided by JAYNE BENNETT TRADING AS THE PADDLE PROJECT – SUP HIRE and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively referred to herein as “THE PADDLE PROJECT”), I hereby acknowledge and agree to the following:

1. I am a competent adult aged 18 years or older.
2. In so far as this waiver and release of liability agreement (“agreement”) is signed by me on behalf of a child who is under the age of 18 years (“child”), I confirm that child’s full name and age are printed above and that either (i) I am the parent / guardian of that child; or (ii) where I am not the parent / guardian of that child I certify that the child’s parent(s) or guardian(s) (as the case may be) of that child has(/have) granted permission for me to assume responsibility for that child (“Responsible Adult”) and for me to have the right to sign this agreement on their behalf.
3. I acknowledge that this agreement will be used by THE PADDLE PROJECT and will govern my actions and responsibilities whilst participating in (or, if applicable, whilst the child participates in) the ACTIVITIES.
4. My (/the child’s) involvement and/or participation in the ACTIVITIES is voluntary, and I am acting under my own free will (on behalf of the child in my capacity as parent, guardian or Responsible Adult, as applicable).
5. I acknowledge that my(/the child’s) participation in the ACTIVITIES may be physically demanding and that the risk of injury from the ACTIVITIES is significant, including the potential for serious bodily injury, permanent disability, paralysis, loss of life and loss of property. I also acknowledge that such risks cannot be eliminated entirely without jeopardizing the essential qualities of the ACTIVITIES and that while particular rules, equipment and self-discipline may reduce the risks, the risk of injury, permanent disability, paralysis, loss of life and loss of property does still exist.
6. I acknowledge that there is potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.
7. **I STATE THAT I (THE CHILD) CAN SWIM A MINIMUM DISTANCE OF 50M.**
8. ***I am aware of the risks posed by infectious diseases, including Covid 19, and am aware of current government advice with respect to such avoiding contracting such diseases.***
9. ***I confirm that neither I nor any member of my household has or has had symptoms of Covid 19 which would prevent us from partaking in the ACTIVITIES in accordance with current government advice.***

10. To reduce the risks, I agree (on behalf of the child as parent, guardian or Responsible Adult, as applicable) to follow (and, if applicable, procure that the child follows) the rules established for participation in the ACTIVITIES, including the rules listed by THE PADDLE PROJECT on their website, and all instructions given to me by THE PADDLE PROJECT before and during my participation in the ACTIVITIES, including, without limitation, any safety briefings in person or on THE PADDLE PROJECT website.

11. I confirm that I have read (and/or have had read to me), understand and will follow (and, if applicable, procure that the child follows) the rules established for participation in the ACTIVITIES and the reasonable instructions given to me by THE PADDLE PROJECT.

12. I acknowledge that I am responsible for my own safety and that of my group when hiring the equipment, which involves inherent risk.

13. I certify that I have (/the child has) no medical conditions or health concerns that make it dangerous to participate in the ACTIVITIES in a safe manner for myself (/himself or herself) or others and that if I have any concerns in this regard, THE PADDLE PROJECT has been informed or will be informed prior to my (/the child) undertaking any of the ACTIVITIES.

14. I accept sole responsibility for my own (/the child's) conduct and actions whilst participating in the ACTIVITIES.

15. I agree (/on behalf of the child, if applicable) to indemnify, hold harmless and promise not to sue (and, if applicable, procure that the child shall not sue) THE PADDLE PROJECT for any and all liabilities or claims arising as a result of participation in the ACTIVITIES or any activities incidental thereto, wherever, whenever, or however the same occur, whether caused by negligence or otherwise. I will have no right to make a claim or file a lawsuit against THE PADDLE PROJECT, its officers, agents, employees or relations, even if they or any of them negligently cause my injury, illness, death or damage.

16. I understand that this activity may result in hazards posed by other water users and sea conditions. I understand how to operate the rental Stand up Paddle Board and THE PADDLE PROJECT staff have answered any questions that I have.

17. I REALIZE THE IMPORTANCE OF WEARING A LEASH AND A PERSONAL FLOTATION DEVICE (PFD) AND I HEREBY COMMIT TO WEARING A LEASH AND PFD AT ALL TIMES WHILE USING A HIRED STAND UP PADDLE BOARD FROM THE PADDLE PROJECT.

18. I UNDERSTAND THAT I (/THE CHILD) SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM (/THEY ARE) UNDER THE INFLUENCE OF ALCOHOL OR DRUGS

19. I confirm that I am 100% liable for all medical expenses incurred as a result of any injury or property damage during participation by myself(/the child) in the ACTIVITIES.

20. I consent and agree that THE PADDLE PROJECT may take photographs or digital recordings of me(/the child) participating in the ACTIVITIES and use these in any and all media for training, promotional or other safety purposes. I further consent that my identity (and, if applicable, the child's entity) may be revealed therein or by description, text or commentary. I waive any rights, claims or interest to inspect or approve the use of the photograph and/or recording with respect to myself (and, if applicable, the child), and understand that there will be no financial or other remuneration of any kind.

21. I consent to receive (/for the child to receive) treatment that may be deemed advisable in the event of injury, accident, and/or illness as a result of my (/the child) participating in the ACTIVITIES.

22. I agree that entering into this agreement indicates permanent waiver and release of liability with respect to myself (and, if applicable, the child). I understand that this agreement will be kept on file for future visits. I understand that if I wish to revoke this agreement I must contact THE PADDLE PROJECT and obtain their agreement to such revocation in writing.

23. I understand that this waiver, release of liability and image release is intended to be as broad and inclusive as permitted by the laws of England and Wales (with respect to myself and, if applicable, the child). I further agree that if any part/s of this agreement are held invalid the remainder will continue in full force and effect.

24. I agree that this agreement is governed by the laws of England and Wales and that the venue for any legal proceedings shall be the courts of England and Wales.

If unsure about any of the wording or contents of this Agreement it is wise to seek independent professional legal advice prior to signing and we would encourage you to do so.

GDPR

The General Data Protection Regulation (GDPR) came into effect in 2018. We comply with all applicable data protection law whenever we handle personal data. We're committed to protecting the privacy of those using our services and the confidentiality of the personal information that our candidates/clients provide us. We always endeavour to make sure that the information we hold about our candidates/clients is accurate and up to date. We will never pass on or sell personal information to third parties.

Your personal information is only used in accordance with GDPR for Data Protection Laws. You must also comply with all applicable requirements of the Data Protection Laws. You agree to our processing the personal data you provide. You warrant that the data you provide will be accurate and if the data is not your own and you are applying on behalf of another person, for the purpose of the Data Protection Laws, you warrant that you have permission to provide us with the data. In addition you agree that we are entitled to process the data for the permitted purposes.

The Participant understands that by signing the Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against JAYNE BENNETT T/A THE PADDLE PROJECT or any of its' representatives, employees or family members for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

I CERTIFY THAT I HAVE READ THE DOCUMENT 'THE PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK' ALSO KNOWN AS THE 'WAIVER' AND FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

In addition I confirm that I have read, understood and agree to the content of the following policies and documents that collectively make up '**THE HIRE AGREEMENT**':

'THE CANCELLATION POLICY'

'THE DEPOSIT'

'CONDITIONS OF HIRE/HIRER RESPONSIBILITIES'

'THE INSURANCE COVER'

Full Name of Participant: _____

Date of Birth (if under 18): ____/____/____

***Signed:** _____

Date: ____/____/____

* If signing on behalf of someone under 18 I am the

* PARENT/GUARDIAN **OR** *RESPONSIBLE ADULT (*delete as applicable)

Print name (if not the participant): _____