

Participant's waiver



Fit For Anything is defined as “FFA”, Merchant Taylors' School is defined as “MTS” and “the Participant” is defined as you.

“The How to Obstacle-Run (H2O) and running performance sessions” are held by Roel Jansen from FFA within the grounds of MTS. FFA, participants, supporters and/or others need to comply with the rules and behaviour requirements set out below whilst on MTS grounds.

This waiver constitutes the Participant’s contract with FFA and MTS. This contract and matters arising from it are subject to the exclusive jurisdiction of the Courts of England and Wales.

Booking:

To avoid disappointment, overbooking (there is a maximum of 10 Participants per session) and any issues on the day (there is a maximum of 10 Participants per session) FFA advises that sessions are pre booked.

Payment:

*FFA recommends payment in advance of each session to avoid delays on the day. If agreed between the Participant and FFA, payment is possible before the start of the session.

*Notification of cancellations by Participants needs to be latest 24 hours prior to the start time of the session booked with FFA with the right to a full refund. Refunds will be made via the original payment method only. Cancellation within 24 hours will not result in a refund being given.

*This waiver cannot be transferred or assigned to any third party or alternative Participant.

*FFA and/or MTS cannot accept liability or pay compensation where cancellation or failure to perform any part of the session is a result of 'force majeure'. This refers to any circumstances that are beyond the FFA, Roel Jansen or MTS' control which could not, even with all due care, foresee or avoid. Such events include 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 MTS grounds, livestock contamination and all similar events outside of our control.

*The Participant hereby acknowledges the following conditions of entry to MTS grounds and the session held by Roel Jansen from FFA:

*The Participant knowingly and freely assumes all such risks, both known and unknown even if arising from the negligence of FFA, MTS, and/or others, and assume full responsibility for his/her participation. MTS, FFA and/or 'others' accept no liability for injury, loss or death of Participants. Participants are responsible for assessing their limitations and applying this mainly on the athletics track and obstacles during the session held by FFA and also at all times when within the grounds of MTS. FFA can assist in assessing your ability when required.

*Participants and spectators leave their vehicles and belongings at their own risk whilst being within the grounds of MTS.

*If the Participant is under 18 years old, the parent, natural/legal guardian or nominated responsible adult must accompany the

Participant at all times at the session. The parent, natural/legal guardian or nominated responsible adult must sign this waiver on the Participant's behalf.

*The Participant must be of full mental capacity and capable of reading, understanding, and consenting to this waiver.

*The H2O and running performance sessions will involve activities which require common sense, a slightly more than basic level of fitness and some activities may not be undertaken by people with certain medical conditions. It is the responsibility of the Participant to determine his or her own ability to participate in the session.

*The Participant hereby warrants that they will have undertaken sufficient instruction, guidance and adequate training before the Participant undertakes the physical demands of the session. The sessions are generally designed to improve performance and to challenge the Participants individually whilst keeping risk to injury to a minimum but each Participant has to take into account his or her own limitations and should therefore take care and listen carefully to instructions by FFA and Roel Jansen at all times.

*The Participant hereby warrants that they are unencumbered by any illnesses, diseases, injuries or medical conditions which will affect his or her participation in the session;

*The Participant further warrants that in the circumstances where, before or during participation in the session, they become aware of any such illness, disease, injury or medical condition that will adversely affect their participation, they will withdraw from the session immediately.

*The Participant and on behalf of their next of kin, heirs, assigns, personal representatives and/or corporate representatives, forever waive, release, discharge & covenant not to sue FFA, MTS and/or others such as representatives, volunteers, employees, including but not limited to Roel Jansen as well as their independent/third

party contractors, advertisers, sponsors and/or land/premises owners and lessors used to conduct the sessions (collectively 'the releases') with respect to any injury, illness, disability, death and/or loss or damage to person or property, whether arising from the negligence of the releases or otherwise.

*The Participant further agrees to indemnify, defend and hold harmless the releases from any loss, liability cost, claim and/or damages arising from participation and or/attendance or in association with of the session organised by FFA and/or their current sponsors.

*FFA, MTS and/or 'others' will not accept liability if a deficiency, personal injury, illness or death does not result from any fault on FFA's MTS and/or 'others' part or 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 FFA, MTS and/or 'others' could have anticipated or avoided even after exercising all due care;

*The Participant will take all reasonable steps and due care to ensure their own safety as well as the safety of other participants. This includes but is not limited to the immediate seeking of and consent to the administration of First Aid when necessary.

*The Participant must behave in a reasonable and responsible manner to all participants during the session and whilst within the premisses of MTS.

*The Participant hereby indemnifies FFA, MTS and/or 'others' in relation to all legal costs, in the circumstances whereby another Parti-

Participant is injured as a consequence of the Participant's actions and/or failure to abide by these conditions and by taking all due care.

*The Participant hereby acknowledges that their image may be captured by media during his or her participation in the session. The

Participant hereby consents to the use of any image, for no payment, by FFA or MTS for the purposes of social media advertising and promotion of H2O and running performance sessions or similar events held by FFA.

*FFA and/or MTS reserves the right to cancel forthwith the Participant's entry to and/or participation in any of these sessions should the Participant be found to be in breach of any of these conditions.

As a Participant I am of sound mind, over 18 years old and have read this release of liability and assumption of risk agreement. I fully understand that I have given up substantial rights by signing it and by registering to participate. I sign freely and voluntarily without inducement taking responsibility of my own health and well-being as fully described above and I and my relatives and representatives forever waive, release, discharge and covenant not to sue FFA, MTS and/or 'others' associated with them.

Full name:

Date:

Signature:

Additional signature from adult responsible for an under 18 year old participant.

Minors name:

Minors d.o.b.:

Adults name:

Date:

Adults signature:

Relationship to minor:

I confirm that I am the parent, natural/legal guardian or nominated responsible adult for the session(s) of the above mentioned minor Participant.

I can confirm that the minor has a suitable and responsible over 18 year old accompanying them throughout the session(s), that the minor is free from all illnesses, injuries, defects and is physically fit and sufficiently able to participate in all activities associated within the grounds of MTS and with FFA.

I have authority to and I am acting in such capacity on behalf of the minor, who agrees to indemnify, save, hold harmless each and all of the parties referred to in the above and releases from any loss, liability, damage cost or claim in association with sessions from the above mentioned minor, myself, their next of kin, family, future heirs,

assigns, personal representatives and I hereby on their behalf forever waive, release, discharge and covenant not to sue FFA, MTS and/or 'others' associated with them.

I agree that the nominated adult accompanying the above mentioned minor whilst on MTS premises and during FFA's session(s) is responsible for taking steps to reduce injury, serious injury and/or death to said minor, taking responsibility for their own and the minors health and well-being as described in the Participant waiver which includes release of liability covenant to sue in session(s) document above.