

Holgate Harriers Running Club

ASSUMPTION OF RISKS WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT PLEASE READ CAREFULLY

In consideration of being permitted to participate with the Holgate Harriers Running Club for any purpose, including, but not limited to, participation in any service or activity of the Holgate Harriers Running Club, I acknowledge and agree to the following:

Assumption of Risks

I am aware that participating in the activities arranged by the Holgate Harriers Running Club exposes me to many inherent risks, dangers, and hazards, known and unknown.

By engaging in any activities offered by or associated with the Holgate Harriers Running Club, I freely accept and fully assume all inherent risks, dangers, and hazards, known and unknown, and the possibility of personal injury or death resulting from:

- i) natural associated risks of the sporting activities I participate in
- ii) actions that are my own fault
- iii) actions via a third party unconnected with the club
- iv) events which neither the club nor its suppliers could have foreseen or forestalled even if it had taken all reasonable care.

By completing this form, I understand the need to seek the advice of my physician before participating in this activity.

I understand it is my responsibility to have health and accident insurance in effect and that no such coverage is provided for me by the club.

I know, understand, and appreciate the risks inherent with these activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

I understand that participation in this volunteer activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These include, but are not limited to:

- Minor injuries such as scratches, bruises, and sprains
 - Major injuries such as fractures, internal injuries, joint or back injuries, heart attacks, and concussions
 - Catastrophic injuries including paralysis, permanent disability, or death.
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Personal Responsibility

a) I confirm I am in good physical health and capable of engaging in active and passive exercise, and such exercise would not be detrimental to my health, safety, or physical condition. I understand that members and/or guests are advised to undergo a medical examination prior to beginning physical activities offered by the club. Those with medical conditions such as diabetes, heart disease, high or low blood pressure, or who are pregnant should consult their doctor before participating.

b) I understand the club's facilities and services are unsupervised and that the club does not accept responsibility for any harm or injury to me while engaging in any club activity.

c) I understand children under the age of 18 are not allowed to participate in any club activity without adult supervision.

d) I understand my participation in any of the club's activities is voluntary.

e) I understand that if I bring a guest to the club, it is my responsibility to ensure my guest signs the club's official waiver form before participating in any activities offered by the club.

f) I assume full responsibility for any injury, loss, or damage associated with my use or consumption of alcohol and/or drugs during my participation with the Holgate Harriers Running Club. I understand the dangers associated with alcohol and/or drug use and recognise that such use might impair my judgment and motor skills. I certify that I am not, and will not be, under the influence of alcohol or drugs that could impair my ability to safely participate in club activities.

g) I understand there are no personal locker facilities at the club and that I should protect any valuables I bring by keeping them on my person.

Release of Liability, Waiver of Claims, and Indemnity Agreement

I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Holgate Harriers Running Club and its committee members, officers, employees, agents, and representatives.

I RELEASE the Holgate Harriers Running Club and its committee members, officers, employees, agents, and representatives from any and all liability for any loss, damage, injury, or expense that I may suffer or that my next of kin may suffer as a result of my participation in activities offered by the Holgate Harriers Running Club.

I WILL INDEMNIFY AND HOLD HARMLESS the Club and its committee members, officers, employees, agents, and representatives from any and all liability for loss,

damage, injury, or expense suffered or incurred by me or anyone else in connection with my presence at or participation in activities offered by or associated with the Holgate Harriers Running Club.

I further state that I am 18 years of age or older and in proper physical condition to participate in this event/activity.

I fully understand that this Agreement shall be effective and binding upon any heirs, next of kin, executors, administrators, and assigns in the event of my death.

I understand relevant United Kingdom law shall apply to this contract and the relevant Courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

I also understand that where a provision of this contract is deemed to be invalid or unenforceable by any UK Court, the provision will be deleted, but such deletion will not affect the validity and enforceability of the remaining provisions.

I UNDERSTAND THAT THE CLUB IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS AS SET OUT IN THIS AGREEMENT WHEN ACCEPTING MY PARTICIPATION IN ANY OF THE CLUB'S ACTIVITIES AND SERVICES.

Acknowledgement and Signature

I HAVE READ THIS DOCUMENT THOROUGHLY. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR ANY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE HOLGATE HARRIERS RUNNING CLUB AND ITS COMMITTEE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.

TO BE SIGNED BY ALL MEMBERS 18 AND OVER

Member Name (IN CAPS) Date of Birth Signed Dated