



## ChimpTamer Activity Waiver

ChimpTamer provide events and activities intended as extreme tests of physical and mental ability with the inherent risk participants may suffer physical or mental harm by participating in this event. The venues chosen offer natural challenges including but not limited to hills, descents, uneven ground conditions, slippery paths, road crossings, water, mud, trees and bushes. Weather conditions may include extremes of heat or cold, sunshine, wind, rain, hail, ice or snow. These natural elements form an integral part of the events and activities. Activities may include but are not limited to climbing over natural or man-made obstacles and climbing walls, crawling under obstacles and through tunnels, negotiating confined spaces, cargo nets, torrents of cold water, jumping through fire, runs, lifting, moving, hauling and carrying objects, immersion in very cold water (potentially icy), contact with electrical voltage and crossing muddy areas as well as the challenge of the distance to be covered. ChimpTamer are referred to as the “organiser”.

**Participants aged under 18 on the day of the event must have the consent of their parent or legal guardian. Agreement with the contents of this document requires that the parent or legal guardian of the participant has agreed with these contents. Participants under the age of 18 on the day of the event must be accompanied by a parent, legal guardian or responsible adult acting in loco parentis.**

1: I understand that participating in these events is a hazardous activity. I acknowledge that these events carry inherent risks of physical injury that cannot be eliminated completely.

2: I expressly, knowingly and voluntarily assume all of the risks of participating in these events. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and man-made water, road and surface hazards; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, or fog; imperfect course conditions. I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss. I understand that the risks of participating in these events may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below). I accept full and sole responsibility for the condition and adequacy of my equipment. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in these events.

3: I agree that it is my responsibility to determine whether I am sufficiently fit and healthy to safely participate in these events. I hereby represent that I am, and on the date of the event will be, in good health and in proper physical condition to safely participate. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in these events, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the event, and I agree to withdraw immediately and to notify appropriate event personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in these events if I withdraw before completing the Course, as I understand that all fees are paid only in exchange for the opportunity to

participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the Course. I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.

4: I assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point during these events. I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognise that such use or consumption might impair my judgment and motor skills. I certify that I am not, and on the date of the event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the event. I assume full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs at any point during the event. I further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and dangers associated with the consumption of alcohol after participation in the Course. I take full responsibility for any decision to consume alcohol after completing the Course and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol. I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

5: I agree to abide by the rules of the event and to comply with the directions and instructions of the organisers and all event personnel. I agree to become familiar with and abide by all written and/or posted rules of the event. I further agree to comply with all directions, instructions and decisions of the organisers, including but not limited to instructions or directions relating to the manner of my safe participation in the event and decisions that I will stop participation in the event at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of the event. I agree to participate in a way that does not put myself or others at risk of danger, particularly with regard to negotiating any obstacles, either natural or man-made or any hazards either natural or man-made that I may encounter whilst participating in this event. I also agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude. I understand and agree that I should only attempt to negotiate any obstacles or hazards either natural or man-made if I feel confident that I can do so in a safe manner. I understand and accept that I am allowed to, and should miss out any obstacles or hazards that I do not feel confident or competent to attempt for whatever reason.

6: I consent to receive medical care and treatment as determined by appropriate event personnel. In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate event personnel and/or appropriate medical professionals. If necessary, I authorise appropriate event personnel to consent to such medical care and treatment on my behalf. I agree to assume liability for any and all medical costs incurred as a result of my participation in these events but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

7: I grant permission to ChimpTamer to use my photograph and/or any other record of my participation in these events for any legitimate purpose. I understand that any and all images, photographs or video recording of me captured during these events by ChimpTamer, its affiliated entities or contractors, and/or the media become the sole property of ChimpTamer. I grant the right, permission and authority to ChimpTamer to use my name and any such images, photographs or video recordings for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that ChimpTamer, as sole owner, has the full right to sell and/or profit from the commercial use of such images, photographs or video recordings.

8: I acknowledge that the organiser reserves the right to cancel or reschedule these events in the event of emergency or other disaster. I acknowledge that ChimpTamer in its sole discretion may delay,

modify or cancel these events if natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of ChimpTamer, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. I further acknowledge that ChimpTamer in its sole discretion may also delay, modify or cancel these events if conditions on the day of the event are, in the sole judgement of ChimpTamer, in any way unsafe. In this circumstance ChimpTamer will make every effort to reschedule the event or transfer entry over to another event.

9: I hereby waive, release and forever discharge ChimpTamer and the other Released Parties from any and all claims I may have arising out of my participation in these events. I covenant and agree not to sue ChimpTamer or any of the other Released Parties for any such claims. In consideration of being permitted to participate in these events, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): ChimpTamer and its directors, officers, employees, agents, contractors, insurers and volunteers; all event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with these events; all city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with ChimpTamer; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing. In consideration of being permitted to participate in these events I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my participation in these events or my travel to or from these events. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of these events or elsewhere); and claims for medical or hospital expenses. I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties. I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

10: I hereby agree to indemnify, defend and hold harmless ChimpTamer and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless ChimpTamer and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property. I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

I understand and acknowledge that by signing this waiver, I agree that the statutes and laws of the United Kingdom will apply to all matters relating to this Agreement, including participation in these events, regardless of the actual location of these events or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with ChimpTamer resides in the courts of the United Kingdom and expressly consent to the exercise of personal jurisdiction in the United Kingdom in connection with any dispute.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the UK, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

**Please read the above agreement and only agree to it if you fully understand and accept its terms.**

I have read this agreement and fully understand its terms.

I understand that by agreeing to this agreement I am limiting my rights including my right to sue. I acknowledge that I am agreeing to this agreement freely and voluntarily.