

PARENT/GUARDIAN NAME

FIRST: _____

LAST: _____

KILLARY GAELFORCE EVENTS: _____

PARENTS/GUARDIANS OF MINORS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY SIGNING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN OUR EVENTS UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.

Definitions and Interpretation

“Agreement” means the terms and conditions of this Parental / Legal Guardian Consent and Liability Agreement for Participating Minors Aged 16 to 18;

“Claim(s)” means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses;

“I/me/my/Parent/Guardian” is you, the Minor's parent or legal guardian who has signed this Agreement and is named below;

“Inherent Risks” are described below in the paragraph headed “Assumption of Inherent Risks”;

“Minor” means each participant in the Killary Gaelforce Event who is/are named below and who is/are aged between 16 and 18 years old;

“Released Parties” are together Killary Gaelforce and its affiliates and its and their respective directors, officers, employees, agents, contractors, insurers, equipment suppliers, spectators, other participants, and volunteers; all Killary Gaelforce event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing;

“Releasing Parties” include , the Minor, 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 behalf of the Minor;

“Rules” means all of the rules contained in this Agreement together with all of the health and safety, course and access rules and regulations provided to me or posted at the Venue and on the website www.gaelforceevents.com (as displayed on the date that I sign this Agreement;

“KG” is Killary Gaelforce, the trading name of Killary Adventure Westport. whose registered company number is 435469 and whose registered office is at Leenane, Co. Galway, Ireland. Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

References to “the Minor” include all Minors named in this Agreement.

Assumption of Inherent Risks:

Killary Gaelforce events run potentially hazardous activity the risks of which cannot be fully eliminated. As with any similar adventure race or swimming event our events will contain some dangerous and hostile conditions. The environment, the activities, and the competitive efforts of the participants can put other participants at serious risk of injury. Some of the inherent risks to participants **include, but are not limited to** 1) contact or collision with persons (e.g. other participants, safety personal/kayakers), motor boats or machinery; 2) contact or collision with obstacles and objects (e.g., natural and man - made); 3) weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 4) judgment and/or behaviour-related problems (e.g. erratic or inappropriate behaviour by other participants and/or spectators); and 5) natural hazards (e.g. lightning strikes, earthquakes, wildlife attacks, contact with marine life) (collectively the “Inherent Risks”).

KG will use reasonable care and skill to provide a Venue that is fit and suitable for our events to take place, taking into account the nature of the Inherent Risks.

I understand and acknowledge that any of the Inherent Risks and other risks, not specifically named, may cause injury or injuries to the Minor that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, cuts, grazes, abrasions, sprains, strains, muscle tension and soreness, dizziness, fainting, nausea, sunburn and electrolyte imbalance. Less common serious injuries also sometimes occur. They include, but are not limited to: property loss or damage, broken bones, fractures, dislocations, torn or ligaments and tendons, exposure, dehydration, heat - related illness, mental stress or exhaustion, hyperthermia, hypothermia, infection, vomiting, , concussion and loss of consciousness. Catastrophic injuries are rare; however, we feel that Parents and Guardians should be aware of all possibilities. These injuries can include, but are not limited to permanent disabilities, physical damage to organs, spinal injuries and paralysis, stroke, heart attack, brain swelling, drowning and even death.

I understand that it is my responsibility to consult with a general practitioner (“GP”) prior to the Minor attending any Killary Gaelforce Event to ensure that the Minor is fit and well enough to take part and that his/her participation will not pose any unusual or serious risks to his/her health and well-being.

If I believe or become aware that any aspects of the Event, facilities, or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate KG personnel. I accept that I am fully and solely responsible for the condition and adequacy all of my own equipment that I bring to the event.

I understand fully the Inherent Risks involved in the Minor's participation in this event and assert that I am willingly and voluntarily permitting his/her participation in the event. I have read the preceding paragraphs and acknowledge that:

1) I understand the nature of this event;

2) I understand the demands of the activities involved in relation to the event relative to the Minor's physical condition;

PARENT/GUARDIAN NAME

FIRST: _____

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3) I appreciate the potential impact of the types of injuries that may result from the Minor's participation in this event; and

4) I hereby confirm that I knowingly assume all of the Inherent Risks of the named event above.

5) I understand that KG recommends that I check that I have health insurance which covers any injuries the Minor may suffer as a result of participating in this Event.

Limitation of Liability: I hereby forever waive, release, covenant not to Claim, and discharge KG and the other Released Parties from any and all Claims arising out of the Minor's participation in this event:

1) **resulting from the Inherent Risks e.g. for personal injury (including death) and/or**

2) **resulting from damage to, loss of, or theft of my property during the event;**

EXCEPT THAT nothing in this Agreement shall limit or exclude either KG or the Released Parties' liability for:

(i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law.

Indemnity: I hereby agree to reimburse KG and the other Released Parties in respect of: 1) any and all Claims made by any Releasing Party arising out of the Minor's participation in a KG Event resulting from the Inherent Risks e.g. for personal injury, including death; and

2) **any and all Claims of other participants, rescuers, and others arising from the Minor's failure to comply with the Rules and/or the Minor's reckless conduct during his/her participation in a KG Event;**

EXCEPT FOR Claims arising from either KG or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law.

The Limitation of Liability and Indemnity provisions in this Agreement shall survive the end of a KG Event.

Venue and Jurisdiction I the Parent/Guardian understand that if legal action is brought in connection with this Agreement or its subject matter save in respect of data processing / data protection, the Irish courts shall have the sole and exclusive jurisdiction over the action and that Irish law shall apply.

Severability: I and Parent/Guardian understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by Irish law and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement: This Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and KG relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of KG. I agree that this Agreement may only be amended by a written document duly executed by KG on giving me at least 30 days written notice prior to the date of the event. If I do not agree to the amended terms of this agreement I must let KG know in writing at least 7 days before the date of the named event ("Refusal") and I acknowledge that the Minor(s) shall not be permitted to enter the event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I do not send KG a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

Agreements for the Protection of Participating Minors

I confirm that the Minor is in good health and in proper physical condition to safely participate in the Named Event. I confirm that the Minor has no known or knowable physical or mental conditions that would affect his/her ability to safely participate in the event, or that would result in his/her participation creating a risk of danger to the Minor or to others.

I confirm that I have not been advised or cautioned against allowing the Minor to participate in this event by any medical practitioner.

I authorise KG to secure emergency medical care or transportation for the Minor when deemed necessary by KG.

I acknowledge that KG has instituted its rules for the protection of everyone attending this event . I agree to familiarise myself with all of the Rules and to ensure that the Minor is familiar with such Rules and will follow them throughout the event.

I agree that KG may stop or prevent the Minor's participation in the event (and, if necessary, have me and the Minor removed from the Venue) if such participation, conduct, or presence endangers the Minor or any other person present at the event.

Parent/Guardian's Agreement and Acknowledgment of Understanding:

I confirm that I am the parent or legal guardian of each Minor named below and that I have read this Agreement and fully understand its terms. I understand that by signing this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor as either a spectator or participant at the event.

Minor's Name: _____

Minor's Date of Birth: _____

Second Minor's Name: _____

Second Minor's Date of Birth: _____

Parent/Guardian Signature

Parent/Guardian's Name

Date