

ANDY MAPPLE PRO-AM – 17th – 19th JULY 2020
AT ARENA CLUB THORPE LAKES UK

EVENT TERMS AND CONDITIONS OF ENTRY

For and in consideration of the organisers and BWSW. (British Waterski and Wakeboard) allowing me to participate in this event, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”).

1. I hereby represent that
 - (i) I am in good health and in proper physical condition to participate; and
 - (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate.
2. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
3. I understand and acknowledge the risks and dangers associated with participation in the sport of water skiing, including without limitation; the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organisers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the event.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by BWSW and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event, and that they have also reserved the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: BWSW (and its members, clubs and associations); the Event Organisers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; and other Public or private Entities providing support for the Event; their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable legal fees) of any kind or nature ("Liability") which may arise out of, results from, or relates in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my entry to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.