



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

The following is the terms of agreement between Lighthouse 2 Lighthouse Ladies and each of our registered walkers. If you do not agree to these terms, you should not apply to participate in the Official Lighthouse 2 Lighthouse Walk, so please review these terms carefully. If you have any questions about them, please contact us. You enter into this agreement with Lighthouse 2 Lighthouse Ladies, when you complete the required registration process.

### LIABILITIES

You accept that hiking is a dangerous activity and that it can cause injury or death.

The Lighthouse 2 Lighthouse Ladies Walk takes place in an outdoor environment and is, by its nature, not free from risk. Lighthouse 2 Lighthouse Ladies make every effort to minimise the risk to the registered walker and instructs the registered walker in the safe negotiation of such risk as may remain. Consequently, while all reasonable efforts will be made to ensure the safety and well-being of our registered walker, because the activities take place in an outdoor environment the registered walker must be aware, understand and agree that there are inherent dangers and certain unpredictability accompanying the activities. The registered walker accepts responsibility for such risks to personal safety. The registered walker accepts that to the extent she is taking part in the Lighthouse 2 Lighthouse Ladies Walk at her own risk.

Lighthouse 2 Lighthouse Ladies will not be liable for any injury that results from failure to follow safety instructions. The registered walker acknowledges that other loss, damage or expense including, without limitation, loss of money, loss or damage to clothes, equipment and possessions, losses arising on the cancellation of a booking (non-refundable entry fee) and the expenses of delay and harm caused howsoever arising is not the responsibility of Lighthouse 2 Lighthouse Ladies.

All registered walkers must always obey the safety instructions of the group leader/guide and agree not to act in a way that compromises the safety, enjoyment, learning or well-being of themselves, other participants or support staff. Lighthouse 2 Lighthouse Ladies reserves the right to withdraw services, without refund, for any participant that does not follow safety instructions of the guide or in the guide's judgement pose a safety risk.

Lighthouse 2 Lighthouse Ladies may ask a participant to withdraw from activities, without refund, if they are found, or seem, to suffer from a physical or mental condition that, in the guide/committee's judgement, poses a threat to the said participant's health and/or security. If a prospective participant is in any doubt about this, they must discuss their condition with Lighthouse 2 Lighthouse Ladies in advance of booking and, if deemed necessary, seek medical advice.

Lighthouse 2 Lighthouse Ladies may ask a participant to withdraw from activities, without refund, if she is found, or seem, to be in very poor physical condition, or of very low personal fitness that, in the committee's judgement, may compromise group well-being or safety. If a prospective participant is in any doubt about this, they must discuss their physical condition with the Lighthouse 2 Lighthouse Ladies in advance of booking and, if deemed

necessary, to seek medical advice. During the official walk The Lighthouse 2 Lighthouse Ladies committee reserves the right to indicate to participants, who are unable to keep up with the average group pace, to submit to alternative options to complete the day's walk.

Lighthouse 2 Lighthouse Ladies will not tolerate verbal or physical abuse of other registered walkers, our committee members, our support staff, our accommodation, local people or the environment. Any breach of this will result in the immediate withdrawal of our services without refund, removal from designated accommodation and may lead to prosecution.

Each participant is required to agree to the **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**, as part of the registration process.

### **TERMS AND CONDITIONS**

The following is the terms of agreement between Lighthouse 2 Lighthouse Ladies and each of our participants. If you do not agree to these terms, you should not apply to participate in the L2L Fundraising Walk, so please review these terms carefully. If you have any questions about them, please contact us. You enter into this agreement with Lighthouse 2 Lighthouse Ladies, when we receive the specified entry fee payment with the necessary completed entry form, accident waiver and release of liability form, from you.

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING OR ATTENDING IN THIS ACTIVITY OR EVENT**, namely the Lighthouse 2 Lighthouse Ladies Walk, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, controlled or maintained by the walk, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there is no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver & Release of Liability Form will be used by the event organisers and sponsors, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**(A) I WAIVE, RELEASE AND DISCHARGE** from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my travelling to and from this event;

**(B) I INDEMNIFY, HOLD HARMLESS AND WILL NOT SUE** the entity and/or persons organising this event and waive them from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that this activity or event may test a person's physical and mental limits and may carry with it the potential of death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, weather, temperature, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event support staff and lack of hydration. These risks are not only inherent to participants but are also present in volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organisers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

***BY AGREEING TO THE CONTENT OF THIS FORM, I CERTIFY THAT I HAVE READ THE LIGHTHOUSE 2 LIGHTHOUSE LADIES WALK ACCIDENT WAIVER AND RELEASE OF LIABILITY DOCUMENT, AND THAT I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND UNDERTAKE TO COMPLY WITH THESE TERMS AND CONDITIONS OF MY OWN FREE WILL.***