

PARTICIPATION WAIVER

You must either be the person named on the booking form or the parent, legal guardian or Responsible Adult (as defined below) of that person in order to sign the waiver.

This is a legally binding document. Do not sign unless you wish to be bound by its terms

In consideration and as a condition of being allowed to participate in the services and activities, including, but not limited to, skateboard, scooter, and any other related activities (collectively referred to herein as "the Activities"), provided by SC9 CIC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively referred to herein as "SC9 CIC"), I hereby acknowledge and agree to the following:

1. I am a competent adult aged 18 years or older.
2. In so far as this waiver and release of liability agreement ("Agreement") is signed by me on behalf of a child who is under the age of 18 years ("the Child"), I confirm that the Child's full name and date of birth are printed above and that either (i) I am the parent / guardian of the Child; or (ii) where I am not the parent / guardian of the Child I certify that the Child's parent(s) or guardian(s) (as the case may be) of the Child has/have granted permission for me to assume responsibility for the Child ("Responsible Adult") and for me to have the right to sign this Agreement on the Child's behalf.
3. I acknowledge that this Agreement will be used by SC9 CIC and will govern my actions and responsibilities whilst participating in (or, if applicable, whilst the Child participates in) the Activities.
4. The Participant's involvement and/or participation in the Activities is voluntary, and I am acting under my own free will (on behalf of the Child in my capacity as parent, guardian or Responsible Adult, as applicable).
5. I acknowledge that my/the Child's participation in the Activities may be physically demanding and that the risk of injury from the Activities is significant, including the potential for serious bodily injury, permanent disability, paralysis and loss of life. I also acknowledge that such risks cannot be eliminated entirely without jeopardizing the essential qualities of the Activities and that while rules, equipment and self-discipline may reduce the risks, the risk of injury does still exist.
6. I acknowledge that there is potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.
7. To reduce the risks, I agree (on behalf of the Child as parent, guardian or Responsible Adult, as applicable) to follow (and, if applicable, procure that the Child follows) the rules established for participation in the Activities, and all reasonable instructions given by SC9 CIC before and during participation in the Activities. I also agree to be mindful of other participants and spectators and take reasonable action to ensure their safety.
8. I certify that I/the Child have/has no medical conditions or health concerns that make it dangerous to participate in the Activities in a safe manner for himself or herself or others and that if I have any concerns in this regard, SC9 CIC has been informed or will be informed prior to the Child undertaking any of the Activities.
9. I accept sole responsibility for my/the Child's conduct and actions whilst participating in the Activities.
10. SC9 CIC will only accept liability for any loss or damage you and/or the Child may suffer undertaking the Activities or otherwise if that loss or damage is caused by SC9 CIC's failure to carry out SC9 CIC's obligations under this Agreement or to a reasonable standard or by breach of any duties imposed on SC9 CIC by law (including if SC9 CIC causes death or personal injury to you and/or the Child by SC9 CIC's negligence) unless that failure is attributable to:
 - i. your own fault and/or the Child's own fault;
 - ii. the provision of services or products by a third party to SC9 CIC or by the actions of a third party to SC9 CIC
 - iii. events which SC9 CIC could not have foreseen or forestalled even if SC9 CIC had taken all reasonable care
11. I agree to indemnify, hold harmless and promise not to sue (and, if applicable, procure that the Child shall not sue) SC9 CIC for any and all liabilities or claims arising as a result of participation in the Activities or any activities incidental thereto, wherever, whenever, or however the same occur, whether caused by negligence or otherwise, except to the extent that SC9 CIC accepts liability at clause 10 above.
12. Except as set out in clause 11 above I confirm (on behalf of the Child as parent, guardian or Responsible Adult, as applicable) that I am 100% liable for all medical expenses incurred as a result of any injury or property damage during participation in the Activities.
13. I consent (on behalf of the Child as parent, guardian or Responsible Adult, as applicable) to receive treatment that may be deemed advisable in the event of injury, accident, and/or illness as a result of participating in the Activities.
14. I agree (on behalf of the Child as parent, guardian or Responsible Adult, as applicable) that entering into this Agreement indicates permanent waiver and release of liability.
15. I understand that if I wish to revoke this Agreement I must contact SC9 CIC and obtain their Agreement to such revocation in writing.
16. I understand that this waiver, release of liability is intended to be as broad and inclusive as permitted by the laws of England and Wales (with respect to myself and, if applicable, the Child). I further agree that if any part/s of this Agreement are held invalid the remainder will continue in full force and effect.
17. I agree that this Agreement is governed by the laws of England and Wales and that the venue for any legal proceedings shall be the courts of England and Wales.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.