

Bridgnorth Lions Club Junior Walk Waiver

Name of Junior Walker: (the “Walker”)

DOB:

Only the parent, legal guardian or Responsible Adult (as defined below) of the Walker has the authority to sign this waiver and release of liability agreement (the “Agreement”). The details that you provide and confirm in this Agreement must be complete and correct.

Please read this Agreement carefully before signing as this is a legally binding Agreement and by signing this Agreement you agree to be bound by its terms including clauses 13 and 14 which limit your liability to bring future legal actions.

In consideration and as a condition of being allowed to participate in the Bridgnorth Lions Club Junior Walk and any other related activities (the “Walk”) provided by Bridgnorth Lions Club and its members, officers, directors, volunteers, participants, independent contractors, insurers, facility operators, land and/or premises owners and any other persons and entities acting in any capacity on its behalf (collectively referred to herein as “Bridgnorth Lions Club”), I hereby acknowledge and agree to the following:

1. I am a competent adult aged eighteen years or older.
2. I confirm that the Walker’s full name and age are printed above and that I am the parent/guardian of that Walker, or I certify that the Walker’s parent(s) or guardian(s) have granted permission for me to assume responsibility for that Walker (“Responsible Adult”) and for me to have the right to sign this Agreement on their behalf.
3. I acknowledge that this Agreement will be used by Bridgnorth Lions Club and will govern the Walker’s actions and responsibilities whilst participating in the Walk and this Agreement will be kept on file for future walks. I understand that if I wish to revoke this Agreement I must contact Bridgnorth Lions Club and obtain their agreement to such revoking in writing. Once revoked, the Walker cannot participate in the Walk unless another Agreement is signed.
4. The Walker’s participation in the Walk is voluntary, and I am acting under my own free will on behalf of the Walker in my capacity as parent/guardian or Responsible Adult.
5. I acknowledge that the Walker’s participation may be physically demanding and that the risk of injury from the Walk is significant, including the potential for serious bodily injury, permanent disability, paralysis and loss of life. I also acknowledge that even if Bridgnorth Lions Club are not negligent, then the risk of injury still exists as the risks cannot be eliminated entirely without jeopardising the essential qualities of the Walk
6. The Walk will be held on public roads which are open to the public during the Walk and upon which associated hazards to the Walker are expected.
7. I acknowledge that there is potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.
8. To reduce the risks, I agree to ensure that I have made the Walker aware of the rules established for participating in the Walk, including the rules posted on the Bridgnorth Lions Club website, and ensure that the Walker understands these rules and the importance of following them and as far as I reasonably can, to procure that the Walker follows these rules and any other reasonable instructions given on the day of the Walk. .
9. I certify that the Walker is fit and well enough to participate in the Walk and has no medical conditions or health concerns that could make it dangerous to participate in the Walk in a safe manner for the Walker or others. If I have any concerns regarding the Walker’s health then I will inform Bridgnorth Lions Club as soon as possible and seek appropriate medical advice before allowing the Walker to participate in the Walk. I will notify Bridgnorth Lions Club immediately if the Walker’s health changes.
10. I accept full responsibility for the Walker’s conduct and actions whilst participating in the Walk.

11. I consent for the Walker to receive treatment that may be deemed advisable and/or necessary in the event of injury, accident and/or illness as a result of the Walker participating in the Walk.
12. Except as set out in clause 15, I confirm that I am fully liable for all medical and any other associated expenses incurred as a result of any injury or property damage during participation by the Walker in the Walk.
13. To the fullest extent permitted by law, I hereby waive, release and forever discharge Bridgnorth Lions Club for all liabilities, claims, actions or damages that I and/or the Walker may have against Bridgnorth Lions Club arising out of or in any way in connection with the Walk.
14. I agree to indemnify and hold harmless Bridgnorth Lions Club and all other persons associated with the Walk from all liabilities, claims, actions and/or damages arising out of or in any way in connection with the Walker's participation in the Walk or any breach by myself or the Walker of this Agreement.
15. Bridgnorth Lions Club will only be responsible for any foreseeable loss or damage that the Walker may suffer as a result of Bridgnorth Lions Club breach of the terms of this Agreement or negligence. Loss or damage is foreseeable if it is an obvious consequence of Bridgnorth Lions Club breach or negligence or if it is contemplated by you when this Agreement is signed. Bridgnorth Lions Club will not be responsible for any loss or damage that is not foreseeable.
16. Nothing in this Agreement is intended to or will exclude or limit Bridgnorth Lions Club's liability for death or personal injury caused by Bridgnorth Lions Club negligence.
17. Bridgnorth Lions Club may take photographs or digital recordings of the Walker participating in the Walk and I consent and agree to the publication of such photographs, recordings and/or likenesses of the Walker (whether edited, adapted or copied) and their use by Bridgnorth Lions Club, without prior notice to inspect or approve the use or without compensation or other remuneration, which Bridgnorth Lions Club may see fit now or in the future. I further consent that the Walker's identity may be revealed therein or by description, text or commentary.
18. I agree that if any part/s of this Agreement are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provisions shall not be affected.
19. I agree that this Agreement is governed by and construed in accordance with the laws of England and Wales and any dispute, controversy, proceedings or claims relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.

I certify that I have read this Agreement and fully understand its content and am aware that by signing this Agreement I am bound by its terms and conditions above and that it limits the Walker's and my liability to bring future legal actions.

Signed: _____ Date: _____

Name _____

Relationship to Walker: Parent / Guardian / Responsible Adult
(delete as appropriate)

E-mail:

Tel: