

WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE & INDEMNITY AGREEMENT

Please ensure that you read this document in full before booking. Important sections are underlined. The words **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

THE NATURE OF THIS AGREEMENT

1. This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve European Travel Ventures Ltd (**ETV**), its principals, directors, officers, employees, guides, instructors, agents, representatives, affiliates, suppliers, and distributors (**Releasees**) from liability for property damage or other claims that may result from my being an individual who wishes to engage in the sport and activities of sailing and/or water sports (**Participant**) in the sport and activities of ETV specifically group sailing trips and water sports in general.
2. In consideration of being permitted to participate in any way in the sport and activities of sailing, and having voluntarily elected to participate, I, as a Participant, covenant and agree to the terms and conditions contained in this agreement.

ASSUMPTION OF RISK

3. I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of sailing and other water sports. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant including the potential for partial or total disability, paralysis and death, and while personal discipline can minimise this risk, the risk of serious injury does always exist.
4. I acknowledge there is a risk that my personal property including clothing, jewellery and other equipment can get lost, damaged or destroyed.
5. I acknowledge that the consumption of any alcohol and/or mind altering substances (which may or may not include illegal or prohibited substances) before boarding or on board a sea-going vessel, whether or not at sea, is dangerous and is likely to increase the risk of personal injury and damage to property. I consume any alcohol and/or mind altering substance at my own risk and I freely assume this risk.
6. I further acknowledge that the consumption of any food and/or drink before boarding or on board a sea-going vessel, whether or not at sea, carries with it the risk of poisoning, for example, food poisoning and alcohol poisoning. I consume any food and/or drink at my own risk and I freely assume this risk.
7. I recognise that these risks and dangers include those arising from participating in an outdoor environment and being exposed to the elements (including the sea, wind and cold), general strain injuries from sailing, and collisions (with rocks, other yachts and vessels or any other objects). I further acknowledge that these risks

may arise from the conditions and use of equipment provided by or obtained for my use by the Releasees. In any event I understand that these risks and dangers may be caused by my negligence or the negligence of the Releasees.

8. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from:
 - (a) the performance or failure to perform any maintenance, inspection, supervision or control of equipment supplied to me;
 - (b) the failure to warn me of dangerous conditions existing during a sailing trip or excursion;
 - (c) the selection or retention of certain employees, workers and agents of the Releasees; and,
 - (d) the failure of the Releasees or their agents to provide me with adequate supervision or instruction.
9. I understand and agree that all of the risks and dangers described throughout this agreement including those caused by my negligence or the negligence of the Releasees' are included within the waiver and release described herein. I knowingly and freely assume all such risks, both known and unknown.
10. Nothing in this agreement is intended to release the Releasees from liability for death or personal injury caused by the negligence of the Releasees.

RELEASE AND DISCHARGE

11. I hereby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of action I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives for loss of consortium, property damage and/or breach of contract or any other damage, occasioned by or arising out of or incidental to my participation in the activities of sailing and water sports in general whether or not resulting from or caused by negligence by, of and/or on the part of the Releasees.

INDEMNITY

12. I shall defend, indemnify and and hold harmless the Releasees from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including legal fees brought as a result of my participation and to reimburse the Releasees for any such expenses incurred. I agree that this agreement may be pleaded as bar to any claims, actions, suits or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

SEVERABILITY

13. I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted

under English law and that if any portion thereof is held invalid it is agreed that the remainder shall continue in full legal force and effect.

BINDING ON SUCCESSORS

14. This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of ETV, associated business and trading companies and its successors and assigns.

JURISDICTION

15. This agreement shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

The individuals below affirm that they have read the entire agreement contained in this document and that the document was understood and agreed by all concerned.

	PRINT NAME	SIGNATURE
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