

NOTICE OF ASSUMPTION OF RISK – ‘SIGN TO FLY’ AGREEMENT



By participating in this paragliding ‘Hike & Fly’ event, I acknowledge and accept that there is always an element of risk of personal injury or death in the sport of paragliding, and that the level of this risk can increase in a competition environment. I am aware that trail/fell running/walking involves various additional risks, dangers and hazards and the possibility of personal injury, death or loss of property. I am also aware that weather conditions in mountainous regions may be extreme and can change rapidly.

- I acknowledge that the event organisers cannot eliminate these, or other, attendant risks.

I further acknowledge and accept the risks, which include, amongst others, the risk of injury or illness in remote places without medical facilities; the ever-present danger posed by other pilots, including accidental mid-air collisions and the risks presented by changes in weather conditions during the event or by inaccurate weather forecasts and unexpected turbulence.

I acknowledge that in the event of illness or accident, rescue and medical treatment may not be immediately available and that mobile phones may not work. Further risks, dangers and hazards may arise through negligence of other participants or failure of the X-Lakes event’s volunteer staff to fully safeguard or protect me from the various risks, dangers and hazards referred to above.

I acknowledge and accept that risks exist which arise both before and after this Hike & Fly event. These include, amongst others, the risk of accident during travel by, car, truck, bus, and other means of transportation: and I acknowledge and accept that standards of driving vary across the world and that there is no guarantee that drivers hold a driving licence or adequate insurance.

- I acknowledge and accept that all of the above risks exist throughout the sport and can arise without anyone being at fault.
- I warrant that I have not nor, will not, consume alcohol or any illegal substances prior to, or during, racing activity within this Hike & Fly event.
- I confirm that I agree to allow photographic images of myself to be used by the X-Lakes team for promotional purposes.
- I confirm my understanding that it is my responsibility to ensure that I am covered by a policy of insurance in respect of my participation in this Hike and Fly event that covers medical expenses incurred and search and rescue costs, including helicopter airlift, if required.
- I confirm that I have carefully read and understand this Notice, as well as all relevant safety communications published via the X-Lakes.uk web pages or via email.
- I agree that by signing this Notice, I accept that I am engaging in a hazardous activity and do so of my own volition.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the X-Lakes Challenge accepting me as a participant in this event, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the X-Lakes Challenge event, it’s officers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter referred to as the “RELEASEES”) AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in this paragliding and running (Hike & Fly) event and, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the releasees, and further including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of adventure activities referred to above;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the X-Lakes Hike and Fly Challenge.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;

This Agreement and any right, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the UK and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within the UK and shall be within the exclusive jurisdiction of the courts of UK.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT

Signed.....

Print Name.....

Date.....