

ATLANTIS LEISURE MAD EVENT **CHILD** RELEASE FORM

I, the Guardian warrant that I am the legal appointed guardian and that I have the right and authority and legal capacity to enter into this Consent for and on behalf of the Contributor .

I, the guardian agree to allow Stripey Straws DV Production on behalf of Oban and Lorn Community Enterprise (Atlantis Leisure) to film (the Contribution) the child (the Contributor) on the following terms and conditions:-

- 1) Stripey Straws DV Production on behalf of Atlantis Leisure and Atlantis Leisure shall for itself, its licensees and assigns be entitled to edit or abridge the Contribution(s) and to make translations thereof in any language and recording(s) thereof by any means and to all broadcasting rights (including broadcasting or other forms of transmission by wire and/or cablevision and/or satellites by analogue or digital means including the internet) in all countries in the contribution(s) and translation(s) and recording(s) thereof and all other rights including (but not confined to) DVD, audio CD and publication rights and online rights.
- 2) The Contributor irrevocably and unconditionally waives all rights relating to the Contribution and the Programme to which he/she may now or may in the future be entitled pursuant to the provisions of the Copyright Designs and Patents Act 1988 Sections 77 80 84 and 85 and any other moral rights to which he/she may be entitled under any legislation now existing or in future enacted in any part of the world.
- 3) Stripey Straws DV Production and Atlantis Leisure shall not be liable to the Contributor or to the Contributor's legal representatives for any loss or damage or injury to his/her person or property caused or suffered during or in connection with this Contribution unless caused by the negligence of Stripey Straws DV Production and Atlantis Leisure and recoverable on that ground.
- 4) The Contribution(s) shall not contain anything which is an infringement of copyright or which is calculated to bring Stripey Straws DV Production and/or Atlantis Leisure into disrepute or which is defamatory provided however that the Contributor shall not be liable in respect of any defamatory material which was included without negligence or malice on his/her part.
- 5) The Courts of Scotland shall have sole jurisdiction in relation to this Agreement which shall be interpreted according to Scots Law.
- 6.) I, the Guardian, understand the Contributor's rights under the General Data Protection Regulation 2018 and acknowledge that their personal information has been freely given, will be securely stored by Atlantis Leisure, not passed to any third party other than for the promotion and benefit of Atlantis Leisure without my, the Parent/Guardian's, consent unless legally obliged to and that the I, the Parent/Guardian, can access that personal data, change it, withdraw it or ask for it to be deleted at any point by contacting Atlantis Leisure.

NAME OF CHILD:-

NAME OF PARENT/GUARDIAN:-

EMAIL ADDRESS:-

ADDRESS:-
PLEASE INCLUDE POSTCODE

DATE OF FILMING & NAME OF FILM:- 19th May 2018, Atlantis Leisure MAD fundraiser, Ganavan, Oban including drone footage.

SIGNED:-
FOR AND ON BEHALF OF THE CONTRIBUTOR

SIGNED:-
FOR AND ON BEHALF OF ATLANTIS LEISURE

ATLANTIS LEISURE MAD EVENT **ADULT** RELEASE FORM

I agree to allow Stripecy Straws DV Production on behalf of Oban and Lorn Community Enterprise (Atlantis Leisure) to film (the Contribution) me (the Contributor) on the following terms and conditions:-

- 1) Stripecy Straws DV Production on behalf of Atlantis Leisure and Atlantis Leisure shall for itself, its licensees and assigns be entitled to edit or abridge the Contribution(s) and to make translations thereof in any language and recording(s) thereof by any means and to all broadcasting rights (including broadcasting or other forms of transmission by wire and/or cablevision and/or satellites by analogue or digital means including the internet) in all countries in the contribution(s) and translation(s) and recording(s) thereof and all other rights including (but not confined to) DVD, audio CD and publication rights and online rights.
- 2) I irrevocably and unconditionally waive all rights relating to the Contribution and the Programme to which I may now or may in the future be entitled pursuant to the provisions of the Copyright Designs and Patents Act 1988 Sections 77 80 84 and 85 and any other moral rights to which I may be entitled under any legislation now existing or in future enacted in any part of the world.
- 3) Stripecy Straws DV Production and Atlantis Leisure shall not be liable to me or to my legal representatives for any loss or damage or injury to my person or property caused or suffered during or in connection with this Contribution unless caused by the negligence of Stripecy Straws DV Production and Atlantis Leisure and recoverable on that ground.
- 4) The Contribution(s) shall not contain anything which is an infringement of copyright or which is calculated to bring Stripecy Straws DV Production and Atlantis Leisure into disrepute or which is defamatory provided however that I shall not be liable in respect of any defamatory material which was included without negligence or malice on my part.
- 5) The Courts of Scotland shall have sole jurisdiction in relation to this Agreement which shall be interpreted according to Scots Law.
- 6.) I understand my rights under the General Data Protection Regulation 2018 and acknowledge that my personal information has been freely given, will be securely stored by Atlantis Leisure, not passed to any third party other than for the promotion and benefit of Atlantis Leisure without my consent unless legally obliged to and that I can access that personal data, change it, withdraw it or ask for it to be deleted at any point by contacting Atlantis Leisure.

NAME:-

EMAIL ADDRESS:-

ADDRESS:-
PLEASE INCLUDE POSTCODE

DATE OF INTERVIEW/FILMING:- 19th May 2018

NAME OF FILM:- Atlantis Leisure MAD fundraiser, Ganavan, Oban including drone
footage.

SIGNED:-
FOR AND ON BEHALF OF THE CONTRIBUTOR(participant)

SIGNED:-
FOR AND ON BEHALF OF Stripecy Straws DV Production & Atlantis Leisure

PARTICIPANT NAME

FIRST

LAST

MUDDY ATLANTIS DAY (MAD)

PARTICIPANT AGREEMENT

Assumption of Inherent Risks The Muddy Atlantis Day event (hereafter referred to as the 'MAD Event' is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. The Venue is part of the challenge and the MAD event will usually be held in hostile environments that might include extreme heat or cold, snow, mud, extreme changes in elevation, and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, running in cold water, throwing or carrying heavy objects, and traversing muddy areas. In summation, the MAD event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the MAD event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. **Inherent risks** are risks that cannot be eliminated completely (without changing the challenging nature of the MAD event). I also understand that it is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I understand that these hazards may be magnified due to the fact that the MAD event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the **Inherent Risks include, but are not limited to:** 1) my contact or collision with other persons or objects (e.g. with spectators or course personnel, other participants, or natural or man-made fixed objects or obstacles); 2) my encounter with MAD event obstacles (e.g. natural and man-made water, road and surface hazards, close proximity and/or contact with barbed wire, pipes and electric shocks); 3) extremely challenging course conditions; 4) weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event; 6) erratic or inappropriate behaviour, and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I further understand and acknowledge that any of these risk and others, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic. **Minor Injuries** are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. **Serious injuries** are less common but may occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, anaemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare, however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand that it is my responsibility to consult with my general practitioner ('GP') prior to participating in the MAD event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I believe or become aware that any aspects of the MAD event course, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate MAD personnel. I accept full and sole responsibility for the condition and adequacy all of my own equipment that I bring to the event.

I understand fully that Inherent Risks involved in the MAD event and assert that I am willingly and voluntarily participating in the MAD event. I have read the preceding paragraphs and acknowledge that:

- 1) I understand the nature of the MAD event;
- 2) I understand the demands of the activities at the MAD event relative to my physical condition;
- 3) I appreciate the potential impact of the types of injuries that may result from my participation in the MAD event; and
- 4) I hereby confirm that I knowingly assume all of the Inherent Risks of the MAD event.
- 5) I understand that MAD recommends that I check that I have health insurance which covers any injuries I may suffer as a result of participating in the MAD event.

Limitation of Liability I hereby forever waive, release, covenant not to Claim, and discharge MAD and the Released Parties from any and all Claims that I may have arising out of my participation in the MAD event:

- 1) Resulting from the Inherent Risks e.g. for personal injury (including death) from incidents or illnesses arising from the MAD event participation, which may include injury caused during practice runs, the MAD event, and while at the Venue location (including, but not limited to base area, stands, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or
- 2) Resulting from damage to, loss of, or theft of my property during the MAD event;

EXCEPT THAT nothing in this Agreement shall limit or exclude either MAD or the Released Parties' liability for death or personal injury resulting from its negligence. I understand that I (or any Releasing Parties acting on my behalf) am entitled to bring a Claim against MAD and/or the Released Parties for death or personal injury caused as a result of the negligence of MAD and/or any of the Released Parties (as applicable).

Indemnity I hereby agree to reimburse MAD and the other Released Parties in respect of:

- 1) Any and all Claims made by any Releasing Party arising from injury or loss due to my participation in the MAD event; and
- 2) Any and all Claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the MAD event;

EXCEPT FOR Claims arising from either MAD's or the Released Parties' negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the MAD event.

PARTICIPANT NAME

FIRST

LAST

Entire Agreement this Agreement supersedes any and all the previous oral or written promises or agreements. I understand that **this is the entire Agreement** between me and MAD relating to its subject matter, and **cannot be modified or changed** in any way by representations or statements by any agent or employee of MAD. I agree that this Agreement may only be amended by a written document duly executed by MAD on giving me at least 30 days written notice prior to the date of the MAD event. If I do not agree to the amended terms of this Agreement I must let MAD know in writing at least 24 hours before the date of the MAD event (**'Refusal'**) and I acknowledge that I shall not be permitted to take part in the MAD event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I do not send MAD a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to 'writing' includes email.

Agreements for the Protection of Participants

- I confirm that I am in **good health** and in proper physical condition to safely participate in the MAD event. I confirm that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the MAD event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that MAD recommends and **encourages that I obtain medical clearance** from my GP prior to participation.
- I confirm that I **have not been advised or cautioned against participating** in the MAD event by any medical practitioner.
- I understand that it is my responsibility to continuously **monitor my own physical and mental condition during the MAD event**, and I agree to withdraw immediately and to notify appropriate MAD and/or Venue personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I **authorise appropriate MAD personnel and emergency medical personnel at the TM event to make emergency medical decisions** on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator).
- I authorise MAD to **secure emergency medical care of transportation** for me when deemed necessary by MAD.
- I acknowledge that MAD has instituted its **rules for the protection** of everyone attending the MAD event including its participants. I acknowledge that I must sign the Entry Participation Agreement in order to participate in the MAD event and I agree to familiarise with all of the rules contained in that agreement and follow them throughout the MAD event. I agree that MAD may stop or prevent my participation in the MAD event (and, if necessary, have me removed from the venue) if my participation, conduct, or presence endangers myself or any other person present at the MAD event.

Emergency Delay or Cancellation: I acknowledge that MAD at its sole discretion may delay, modify, or cancel the MAD event if conditions or natural or man-made emergencies make administering or holding the MAD event unreasonably difficult or unsafe. I agree that 'emergency' is defined to mean any event beyond the control of MAD, including but not limited to: high wind, extreme rain hurricane, tornado, earthquake, flood, terrorism, fire, threatened or actual strike, labour difficulty, insurrection, war, public disaster, and/or unavoidable casualty.

Refunds: I acknowledge that the MAD event fee and associated costs (including optional product purchases, spectator tickets and donations) are non-refundable, including in circumstances where I

am unable to attend due to illness or injury or a scheduling conflict unless MAD cancels or materially delays or alters the MAD event.

Removal from MAD event or venue: I acknowledge that MAD personnel and/or venue personnel may prohibit or stop anyone from taking part in the MAD event and/or immediately remove anyone from the venue if they believe such person has disobeyed any applicable rules, regulations, directions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any kind

Attitude and Behaviour: On the day of the MAD event I agree to (i) behave appropriately at all times; (ii) act respectfully towards all people, equipment, property and facilities; (iii) participate in the MAD event with a cooperative and positive attitude.

Alcohol & Drugs: I agree that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the MAD event.

Data Protection and Marketing: I agree that: 1) in the case of an emergency MAD and/or venue personnel may use the emergency contact details I provided when I registered for the MAD event; 2) should I receive medical assistance at a MAD event data collected on an accident form will be held on MAD's database and shall be handed in accordance with terms of the Data Protection Act 1998.

Specific Rules: I acknowledge and agree that on the day of the MAD event: 1) I shall not urinate or defecate outside of designated areas at the venue; 2) I shall not bring any animals to the venue; 3) I shall not use any wheeled equipment during my participation in the obstacle course at the MAD event; 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel; and 5) I shall abide by all instructions and directions of MAD and venue personnel and all MAD and venue rules and regulations.

Age: I confirm that I am aged 16 years or over

Acknowledgment of Understanding I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily.

Signature

Print Name

Date

(Participant or parent or legal guardian of participant under 16 years)