



Waiver/consent form and release of image rights

[YOU MUST AGREE AND FULLY UNDERSTAND EVERYTHING BELOW WHEN SIGNING UP TO THE EVENT]

In consideration of The Elements OCR Events LTD allowing the Participant to take part in The Elements (the "Event") each Participant warrants, covenants, represents and agrees as follows:

1. My signature below confirms that I have read and reviewed the details of what participation in the Event entails as is set out on The Elements website www.Theelementsocr.co.uk. I acknowledge, fully understand and accept:
 - (i) The nature of the Event which is a potentially hazardous activity on a very challenging obstacle course, this will also include climbing over obstacles that vary in heights
 - (ii) That the Event is physically strenuous;
 - (iii) That my participation in the Event will be physically demanding and may involve competing in poor weather conditions and/or bad light;
 - (iv) The various medical, physical and emotional risks which are inherent in my participation in the Event which include but are not limited to: injuries involving obstacles and/or objects being thrown at me; accidents involving other Participants and/or spectators and/or the potential for permanent paralysis or death and property loss and/or damage;
 - (v) That there is a risk of serious bodily injury (including permanent disability, paralysis) and death associated with my participation in the Event;
 - (vi) That dangers may be caused by my own actions or inactions and/or the actions or inactions of others participating in the Event and/or the conditions under which the Event are conducted;
 - (vii) That some of the obstacles may go through foam, water, and/or mud that has not been tested for chemicals, disease and/or any other contamination whatsoever; and
 - (viii) That insects and wild animals will be present on the course.
2. I confirm that I am physically and mentally capable of competing in the Event and confirm that I am not suffering from and have never suffered from any medical and/or physical and/or mental limitation or condition (including, but not limited to: heart complaints, diabetes, asthma, back or neck problems, epilepsy, any allergies or skin complaints, migraines, phobias and or panic attacks). I further confirm that I am not pregnant nor breastfeeding nor am I suffering from or have I ever suffered from any broken bones and/or serious muscles sprains and/or strains nor am I suffering from any illness or disability which might affect my participation in the Event. If I am suffering from any medical and/or physical and/or mental limitation or condition and/or illness and/or disability and/or I am pregnant and/or am breastfeeding, then I confirm that I have made The Elements OCR events LTD aware of this and confirm that I have sought medical advice and secured written medical approval in relation to my participation in the Event.
3. I understand that a 100kg per participant weight limit applies to certain obstacles that form part of the Event and confirm that my own weight less than 100kg. I acknowledge and accept that if I weigh more than 100kg then I will not be permitted by The Elements OCR events LTD and/or its events team to attempt any obstacles that are subject to this weight limit.
4. The Elements OCR events LTD recommends that each Participant should seek medical advice as to his/her participation in the Event and I acknowledge that I have read and understood this recommendation. I also acknowledge and accept that The Elements OCR events LTD at all times reserves the right to prevent any Participant from taking part in the Event, if in The Elements OCR events LTD's sole discretion it considers such action necessary for the safety of the Participant and/or other Participants. No refund of the entry fee shall be made if a Participant is deemed to be incapable of safely competing in the Event and is prevented by The Elements OCR events LTD and/or its events team or anyone associated with from doing so.
5. I represent that I am participating in the Event voluntarily, with full knowledge of the potential risks entailed and that I am expressly, knowingly and voluntarily assuming the risk of any and all physical or emotional injury associated with or caused by my participation in the Event.
6. I understand and will ensure that I observe all applicable rules for participation in the Event at all times. If at any time, I believe conditions to be unsafe then I will inform The Elements OCR events LTD and will immediately cease from further participation in the Event.
7. I accept total responsibility for the condition, maintenance and safekeeping of any personal possessions and/or equipment that I bring to and/or may use during the Event, including but not limited to mobile phones and cameras.

8. I consent to and authorise any and all medical and hospital treatment that is deemed advisable or necessary for me in the event of injury, accident or illness occurring during my participation in the Event.
9. I confirm that I will not be under the influence of drugs and/or alcohol when participating in the Event.
10. **I ACKNOWLEDGE UNDERSTAND AND AGREE, ON BEHALF OF MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:**
- A. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS** associated with my participation in the Event.
- A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I and/or they have, or may in the future have, against The Elements OCR events LTD and its respective parents, subsidiaries, affiliates, administrators, members, directors, agents, officers, consultants, contractors, representatives and medical advisors and The Elements OCR events LTD's promotion agencies, sponsors, venues and charities and their respective members, directors, agents, officers, consultants, contractors, representatives and agents (all of whom are collectively referred to as the "**Released Parties**") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my presence at and/or participation in the Event.
- AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS** the Released Parties, from:
- (i) any all liability, damages, actions, claims, expenses and demands in relation to any damage or loss, litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them by or on behalf of me and/or my estate; and
 - (ii) any all liability, damages, actions, claims, expenses and demands in relation to any damage or loss, litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them by any third parties as a result of my actions during the Event.
11. Nothing in this Waiver and Consent Form shall exclude or limit the liability of The Elements OCR events LTD for death or personal injury caused by The Elements OCR events LTD's negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for The Elements OCR events LTD to exclude or attempt to exclude its liability
12. I hereby acknowledge that information collated on the Entry Form and Registration Forms submitted by me may be shared With such persons and organisations as may be involved by The Elements OCR events LTD in the planning and/or staging of the Event including but not limited to the Event's medical team. The information you provide on this form will be held in accordance with the Data Protection Act 1998.
13. I hereby irrevocably consent to:
- (i) my appearance in the Event being filmed, recorded, incorporated, edited, used disseminated, adapted, modified, copied and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now known or subsequently invented after the date shown below; and
 - (ii) the use and reproduction by The Elements OCR events LTD and its designees of my name, likeness, appearance in photographs, films and recordings by all means and in all media throughout the world in perpetuity and for no additional compensation (unless prohibited by law) for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event and/or the promotion of the Event and the exploitation of the commercial rights relating to the Event provided that such use does not imply my direct endorsement of any third party including any official sponsor or supplier of the Event.
14. I warrant that I am at least 18 years of age and have the full right and power to enter into this Waiver and Consent Form and that the terms of this document do not in any way conflict with any existing commitment on my part.
- I agree that this Waiver and Consent Form supersedes any prior understanding between myself and The Elements OCR events LTD relating to the rights granted herein and no provisions of this Waiver and Consent Form can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto
16. **My signature below confirms that I have read, understood and agree to the contents of this Waiver and Consent Form. I understand that I am waiving certain substantial legal rights which my heirs, next of kin, executors, administrators and assigns may have against the Released Parties by signing this Waiver and Consent Form and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent permitted by law and agree that if any part of this document is held to be invalid that the balance shall continue in full force and effect.**
17. This document be governed by construed and take effect in accordance with English law. The Courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with it.

Sign Print name Date