

Ref:

Risk Acknowledgement, Waiver Form & Conditions of Use

This is an important document and you must read it before signing.

Name of Person Booking	
Your Full Name (If different Must be Over 18)	
First Line of Address	
Postcode	
Date of birth (DD/MM/YY)	
Mobile phone number	
Email	

Participant's under 18 years old that I will be responsible for:

First Name	Surname	Date of Birth	Age

(Please use another form for any additional under 18's)

This waiver and these terms and conditions affect your legal rights, so it's really important that you read and understand them prior to acceptance. Here at Level, we provide recreational physical activity via our obstacle course & sky trail and by using our equipment and facilities you agree to be bound by these conditions.

Should you have any concerns regarding any aspect of your health prior to using our course & sky trail, you should consult your doctor and receive medical clearance before participating.

1. I wish to participate in the obstacle course and sky trail activities (collectively hereinafter called "the Activities") organised by Preston Guildhall Ltd, trading as Level ("the Company") within 12 months of the date on this form.
2. I am eighteen years or older.
3. I acknowledge that the activities provided by Level require a reasonable level of fitness and ability – and that participation in these activities entails risk which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties.
4. In signing this waiver, I accept and assume all of the risks which exist in the activities offered. I also confirm that I choose to participate being fully aware of these risks, and that my participation is voluntary.
5. I acknowledge and accept that the Activities are dangerous and there is a risk of personal injury when undertaking such Activities.
6. I agree that I will undertake the Activities in accordance with the safety rules and advice that I receive along with any oral instructions or advice given to me prior to or during the session.
7. I certify that to the best of my knowledge I do not have a medical condition which might have the effect of making it more likely that I will be involved in an incident which could result in injury to myself or others. To the best of my knowledge I am not pregnant.
8. I acknowledge that I am responsible for my own safety (and the safety of my possessions) whilst undertaking the Activities.

(Continued overleaf)

9. I understand that all activity is carried out at my own risk, and that I will only participate in activities appropriate to my level of ability and fitness.
10. If the participant is a minor, I agree that this release of liability and assumption of risk agreement is made on behalf of that minor and that all of the releases, waivers and promises contained in these conditions are binding on that minor participant. I also confirm that I have full authority as parent or legal guardian to agree to their participation in the activities and to bind them to this agreement.
11. I acknowledge that I am responsible for the safety and supervision of the child/children named above (and the safety of our possessions). I will ensure that I pay particular attention to any under 14 year olds and will supervise them at all times.
12. I expressly agree and promise to accept responsibility for any and all risks existing and subsisting in any of the activities from time to time, and acknowledge that my participation in the activity is voluntary and that I am taking part despite the risks. As a result of participating I agree to accept any consequences except liability for death or personal injury caused by the company's negligence and/or breach of statutory duty.
13. To the maximum extent permitted by law but subject to the non-excludable consumer guarantees implied pursuant to UK Consumer Law, in no event will the Company or its employees, directors and agents be liable in respect of any claim for any indirect or consequential loss or damage, including without limitation personal injury, financial loss, or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort (including negligence), equity, breach of statute or statutory duty or breach of any consumer guarantees.
14. This waiver will be governed by in accordance with English law and any disputes relating to it shall be subject to the exclusive jurisdiction of the courts of England.
15. I acknowledge and accept that CCTV images of all activity entrants will be monitored and recorded throughout the premises for the purpose s of crime prevention and public safety.
16. In consideration of not being required to sign a fresh copy of this waiver release before each visit, I further agree that it shall apply to all visits within the next 12 months.
17. I agree to adhere to the following safety rules;
 - a. You are advised to warm up before attempting the activities
 - b. I will ensure that any jewellery is removed or taped over
 - c. You are advised not to have mobile phones or keys in your pockets whilst participating which may cause injury
 - d. It is advised not to do somersaults when dismounting the equipment to avoid contact with others
 - e. You should not consume food or use chewing gum during the Activities
 - f. One participant per obstacle at a time
 - g. No Photography or video devices, body worn or carried, are permitted on the Activities.
 - h. Only attempt obstacles within your skill level
 - i. Watch out for other participants at all times to ensure adequate spacing
 - j. Give way to faster players
 - k. You should not use the Activities whilst under the influence of alcohol or illegal substances and entry may be refused on that basis.
 - l. You should not participate on the Activities whilst under the influence of alcohol or drugs and entry may be refused on that basis.

I acknowledge that I have read, fully understood and accepted the above waiver terms and conditions prior to my signing below.

Signature		Date	
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