

ADVENTURE ACTIVITY DISCLAIMER

This form must be completed by every person whom is a participant (as defined in Clause 2 below) in any adventure activity (the "Activity" as defined in Clause 1 below) provided by or connected with (whether arranged, organised or carried out in Gibraltar or elsewhere). [\[Special Ops \(Gibraltar\)\]](#). In this document the phrase the company is to be taken to include any of its associated companies or entities or any of its staff or employees or associates or consultants or instructors (regardless of whether the company or they receive or are to receive any remuneration or not for acting in such capacity or organising, taking part or being connected with or Participating in the Activity and or any form of payment has been provided by the same or others on their behalf for any of the same purposes) (the "Company").

1. The Activity is hereby defined as being one or more or a mixture of the following activities arranged, organised, provided by or connected with the Company and includes but is not limited to; Paint Balling, Lazer-Tag, climbing, water sports and or any activity (whether land, sea or air based or a mixture of the same) which involves any physical activity where injury and or damage to property may be a risk due to the nature of the activity and or may reasonably occur.
2. The participant (the "Participant") is hereby defined as anyone engaged in the organisation of or taking part in or in any way connected with or involved in the performance of the Activity (regardless of whether the Company or they receive or are to receive any remuneration or not for doing so or are to pay or not for taking part or being involved in any way with the Activity).
3. The Participant (and where applicable their parent or legal guardian) hereby acknowledges that they have read the contract or terms and conditions ("T & C's") of the Company and that they have either already signed the required contract or T & C's and or that in taking part in any Activity (or anything related to it) they are signifying by conduct that they are agreeing to be bound by this and the aforementioned documents.
4. This disclaimer and the T & C's are legally binding documents and where appropriate the singular includes the plural and vice versa.
5. All Participants must read, listen to (and strictly follow) all **safety briefings, instructions and notices** given by the Company (or anyone who the Company has given permission to act on their behalf) before and during taking part in the Activity and whilst on any premises for which the Company may have responsibility for or controlled or owned or occupied by the Company or its staff or used for the purposes of the Activity. If at any time the Participant is unsure of anything relating to the Activity then it is the Participants responsibility to ask the Company, a staff member or instructor for clarification and not commence or continue the Activity until clarification has been given.
6. Movement should be controlled at all times to avoid injury (including but not limited to **running**). **Jumping, climbing, skipping and contact with other Participants** must not be conducted on the premises or any area for which the Company, its instructors, employees, staff, associates or anyone who the company accepts is acting on its behalf may have ownership, control or responsibility for or upon which the Activity is being conducted.
7. **Strictly no alcohol, intoxicating substances and or drugs** are to be consumed before or during the Activity (be it accidental or otherwise). Persons or Participants who are suspected to be intoxicated or to have consumed any aforementioned substance are under a duty to disclose this to the Company, its staff or associates and at the sole discretion of the aforementioned entity or persons, the Participant will be denied permission to undertake any Activity connected with or conducted by or for which the Company may be responsible for and should immediately leave the premises if asked to. No refund for any monies paid will be given if any person or Participant is denied permission to take part in the Activity due to the aforementioned suspicion of alcohol or substance consumption. Also any deposit paid may be forfeit and any other monies owed or remaining to be paid by the Participant for the Activity or in connection with the Activity will still be recoverable by the Company.
8. If the Participant has a **medical condition** or is unwell or for any reason feels unwell they must before commencing the Activity disclose this to the Company or its staff or representative and it is at the Company's sole discretion (or its representative) whether to allow the Participant permission to take part in or continue to take part in the Activity and whether any refunds are payable or not. Any deposit paid may be forfeit and any other monies owed or remaining to be paid by the Participant for the Activity or in connection with the Activity will still be recoverable by the Company.
9. **Pregnancy**; the Participant declares that to their knowledge they are not in gestation and the company or its representatives cannot be made liable for complications should these arise during or after the activity.
10. **Disability**; All participants must be full able-bodied unless they accept limiting the activity within their physical ability. **Hearing impaired** participants may participate as long as they can understand the safety brief. Those with complete hearing loss will not appreciate the full benefits but may participate. **Sight impaired** participants cannot undertake Lazer-Tag activities.
11. If the Participant becomes aware that they are feeling unwell or have a medical condition during or after the Activity they must inform the Company or its staff. If the Company (at its sole discretion at any time) feels that a Participant is unwell, it may require that the Participant immediately cease the Activity and seek appropriate medical care (for which the responsibility to seek appropriate medical care remains on the Participant).
12. All required protective clothing and safety clothing including but not limited to; climbing gear, buoyancy aids, head protection, etc, must be worn for the duration of the Activity, where applicable. Should an item of the aforementioned required protective and or safety clothing be removed (either accidentally or intentionally) the Participant will be required to immediately cease the Activity and inform the Company or its employees or staff or representative of this occurrence to allow them if possible to remedy the situation. If no reasonable expedient and effective remedy is possible the participant will consent to permanently cease the Activity.

13. All Participants must exhibit reasonable standards of **decent behaviour**. It is at the Company's sole discretion to require any Participant or person who is in the Company's or its representatives view not comporting themselves in a reasonable or safe manner to not take part in the Activity or immediately cease the Activity. No refund will be payable and all outstanding monies owed by that Participant will still be a payable and recoverable by the Company.
14. All equipment must remain on site & returned to the designated area after use. The equipment remains the property of the Company and in the event of any damage being caused to the equipment through fault of the use; the **participant is liable to pay for the repair/replacement** and or any deposit paid may also be forfeit.
15. The Company accepts no liability for any and all **damage or loss** to any Participant, person or entity (including any third parties), or property of the same whatsoever and howsoever incurred and the Participant hereby agrees to hold the Company harmless from all such claims for the same.
16. All participants must understand that an Activity of this nature can carry risks of injury or ailment during or after the event. Whilst the Company makes all attempts to safeguard our Participants from such risks, accidents & injuries can happen. In agreeing to take part in this Activity & signing this disclaimer, you are acknowledging these dangers and agree to take part **at your own risk**.
17. This activity will be carried out in locations open and closed to the public. The **Landlord or entity in possession** of the area will not accept liability for any injuries or ailments arising as a result of participating in these activities as participants assume all risks by entering the site/arena. Participants must join the walkthrough of the area and note all zones of concern, no go areas and hazards. Failure to do so will result in not being able to participate.
18. Participants are made aware that one can opt out or stop any activity at any time, before or during the event and should ignore any attempts by anyone to continue if this is not desired. Participants and accompaniment are also warned that they will be held personally liable for any dangerous actions, inactions or negligence, as well as damages to public or private property, intended or not.
19. All under age Participants are required to have obtained and provided the Company (in the shape of this signed form) with Parental consent before being permitted by the Company to undertake the Activity. The Company and the Participants (the "Parties") do hereby acknowledge and agree that this legally binding Disclaimer (which forms part of the Company's T & C's, as from time to time updated) and any related documentation and or any incident relating to it is to be governed by the laws of Gibraltar (from time to time enforce) and the Parties do hereby acknowledge and agreement to submit exclusively to the jurisdiction of the Gibraltar courts.
20. The Participants (and where applicable their parent or legal guardian) hereby acknowledges that they accept that photography and videography may be taken during the Activity and the Company may decide to publish this on its Facebook or internet pages for advertising or other purposes.

I have read the rules of this disclaimer and the declaration and I agree to be bound by them. All Activities or events can carry risks of injury; all Activities are undertaken at my own risk. The Company and its management will not accept any liability whatsoever and howsoever caused for death, personal injury, loss or damage suffered by Participants.

Participant's Full Name: _____

Address: _____ Postcode: _____

Contact Number: _____ Email: _____

Please disclose any **Medical Condition(s)**: _____

Next of Kin: _____ Contact Number: _____

Signature: _____ Date: _____

Any indemnity and/or declaration as described above which is signed by a person under 18 years of age must be countersigned by that person's parent or guardian who's name and address is given below and in so doing the parent guardian signifies that they also agree and are bound by the terms of this disclaimer, any T & C's or related documents:

Full name of parent or legal guardian: _____

Contact Number: _____ Email: _____

Address: _____ Postcode: _____

Signature: _____ Date: _____

Participants wanting to join the Regular Gamer Loyalty Scheme must initial this box to keep this form on file to cover all activities in all areas

