



Waiver and Release of Liability

1 INTRODUCTION

This waiver and release of liability (“Release”) applies to *all practices and games* (“Events”) run by Cayman Fury Netball Club. (“CFNC”). By participating in any of the Events, you agree to be bound by this Release.

2 PARTICIPATING IN THE EVENT

2.1 By participating in the Events, you confirm by signing this Release that you:

2.1.1 will comply with any notices, warnings or instructions that are displayed or given to you by CFNC volunteers or their designates. Please direct all questions to CFNC’s core (not ad-hoc or event) team of volunteers using the caymanfury@netball.ky email address ahead of signing this Release;

2.1.2 will act and behave in a responsible, sensible and safe manner at all times;

2.1.3 are responsible for any personal equipment or personal items that you use during the course of the Events and that by using your personal equipment, you warrant that said equipment or personal items are in good working order, have been properly maintained and are used safely in accordance with its instructions;

2.1.4 are fit to participate the Events and warrant that you are fit to participate;

2.1.5 will be courteous and respectful to others which includes but not limited to being kind, coming to the Events, listening to others, using appropriate language, and coming prepared to learn.

2.1.6 will wear appropriate clothing and footwear including but not limited to netball skirts, skorts or shorts, t-shirt, singlet, sports footwear suitable for outdoor and indoor use.

3 RISK

3.1 **You recognise** that these Events and netball as a sport may involve an element of risk, and you accept all risks whether arising from or connected with the Events or any other cause event or condition, and in particular **you recognise** and accept also that:

3.1.1 the Events may involve risk factors including (i) changing and unpredictable, weather, (ii) your own physical condition, age, medical condition, general health, level of fitness, physical ability, medication, drug or alcohol use, (which factors you alone can and are responsible for assessing), (iii) equipment failure or defects, which you are responsible for personally and which risk factors may be beyond the knowledge, control, or anticipation of CFNC, and (iv) actions of other parties including other participants in the Events; and

3.1.2 in particular netball is a physically strenuous activity, which requires a level of exertion, physical demands, and cardio-vascular fitness, to which you may not be accustomed, and which may as a result involve an increased risk to you of heart attack, cardiac arrest, breathing difficulties, hyperventilation, panic and injury;

and you accept all such risks whether arising from or connected to the Events.

3.2 By signing this Release, you expressly confirm that you are:

3.2.1 participating in the Events at your own risk;

3.2.2 using of any equipment or personal items at your own risk;

3.2.3 releasing CFNC from any liability for theft, damage, destruction or loss of your equipment, property or possessions at our Events (regardless of the location of the Events);

3.2.4 indemnifying CFNC from any liability relating to damages or loss caused by your actions.

4 RELEASE OF LIABILITY

You agree that:

4.1 You and your family and any other for whom you sign as agent, parent or guardian, voluntarily accept all risks of personal injury, death and/or property damage including by reason of but not limited to risks from the Events, including without limitation on account of or for personal injury, death and property damage, and whether the same shall arise by reason of the negligence or breach of duty of care, breach of any statutory duty and/or any other ground of claim in tort or contract or in equity whatsoever, on the part of CNFC itself, its servants agents or volunteers, and you, on your own behalf and for your successors and assigns, and for any minors for whom you are parent or guardian participating in the Events, do hereby waive, release and forever discharge CFNC and its officers, directors, agents, volunteers, representatives, successors and assigns (the "Released Parties") from any and all actions, causes of action, claims and demands of any kind howsoever as a result of any event, matter or condition including on account of or for personal injury, death and property damage, and whether the same shall arise by reason of the negligence or breach of duty of care, breach of any statutory duty and/ or any other ground of claim in tort or contract or in equity whatsoever, on the part of CFNC, its servants agents or volunteers, or on the part of the Released Parties.

4.2 You will indemnify and hold harmless each of the Released Parties from and against any and all actions, causes of action, claims and demands of any kind any including legal fees and costs on the full indemnity basis, to which any of the Released Parties may be subject by reason of any claim advanced by you or any member of your family or other for whom you act as agent, parent or guardian, for personal injury, death or property damage, and whether the same shall arise by reason of the negligence or breach of duty of care, breach of any statutory duty and/ or any other ground of claim in tort or contract or in equity whatsoever and howsoever arising.

5 RIGHT TO RECORD THE EVENT

5.1 During the Events, filming, photography and broadcasting may take place, which may capture or record you in images and/or recordings.

For information about how your personal information will be used, please see our **Privacy Notice which is available on our website www.netball.ky/privacynotice**.

5.2 By participating in the Events, you grant permission for us to record and use your voice, image and likeness captured by any means (including using mobile devices, telephones and cameras) during, at or around the Event (including on our premises). This may be used in photographic images and/or films and for advertising our events.

5.3 If you are a parent, guardian or responsible adult accompanying a person under 18 years of age on the date of the Events, you agree to the recording and use for the purposes set out in the above paragraph on behalf of that person who is under 18.

5.4 By signing this Release, you confirm that you have read our Privacy Notice.

6 GOVERNING LAW AND JURISDICTION

6.1 Any disputes will be subject to the exclusive jurisdiction of the courts of the Cayman Islands.

7 If any provision or part-provision of this Release is or becomes invalid, illegal or unenforceable, it shall not affect the validity and enforceability of the balance of this Waiver and Release of Liability. The Released Parties shall have the right to enforce the terms of this Waiver and Release of Liability in accordance with s.4 of the Contract (Rights of Third Parties) Act, 2014 of the Cayman Islands, the laws of which shall govern the construction and interpretation of this Release, and whose courts shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with it.

Before you sign this Release notice, it is important that you have read and understood the statement in full. If there is any term in this Release notice that is not clear to you or you do not understand, please speak to a member of staff before you sign.

Name of club participant.....

Date.....

I am the parent, legal guardian or responsible adult of the minor named above. I have the legal right to consent to and I consent in all respects to the terms of this Release.

Signed by parent, guardian or responsible adult of the minor.....

Name of parent, guardian or responsible adult of the minor (print).....

Date.....