

# **Declaration & Waiver**

#### Purpose of Declaration and Waiver:

MultiSport provide coaching, mentoring and event organisation across multi sporting disciplines including but not limited to; cycling, running, triathlons and adventure sports. Given the nature and wide ranging disciplines partaken by those using MultiSport services in such endeavour, it is necessary to make aware and highlight to those participants the potential risks and also to indemnify MultiSport and release MultiSport from any liability arising from such participation in those events (training/competitive or leisure).

#### **GENERAL PROVISIONS**

Acknowledgements:

I, the undersigned, being 18 years and over hereby declare and acknowledge that my participation in any event (training/competitive or leisure) or programme of activity organisation by MultiSport, is solely at my own risk.

I am aware that this is a physical activity with inherent/associated risks and such participation could constitute a risk of serious injury (including death) to myself and others.

I understand that there are many factors which may increase, support or compound such risks, such as adverse weather conditions, equipment failure, terrain, actions and decisions of other people and myself and my own physical/mental, state and condition.

I understand and acknowledge that some activities may be conducted both on public and privately owned lands and property. Therefore, I am aware that I am bound by respective laws ensuring that access and use to such property is respected and protected. Rules of the Road and Road Traffic Acts, Litter Acts, Privacy Rights and Trespass Laws among others may apply in relevant circumstances and the duty and responsibility and onus is on me to be aware and obey all such applicable laws.

I confirm that I am both mentally and physically fit and competent to engage in and undertake in MultiSport organised activities or programmes. I shall notify Multisport of any medical conditions that may affect my ability to perform various tasks and of any special requirements that I may have in dealing with the condition (emergency contact, next of kin, medication, allergy etc.) I undertake to be a positive and supportive influence and role model while participating in Multisport organised activities and also to conduct myself in a manner which will enhance my colleagues/team mates experience/performance in reaching their respective goals.

MultiSport strongly recommends that each participant in its organised events/programmes holds and takes out the necessary and relevant personal protection insurance. It is the sole responsibility of each participant to ensure that they have the necessary and relevant insurance in place prior to taking part in any such programme of activity.

I further undertake to ensure that at all times my equipment will be maintained in good proper and safe working order e.g. bike, helmet, protective gear and all ancillary gear/equipments pertaining to the relevant discipline.

MultiSport may from time to time provide training venues e.g. running courses, obstacle courses on privately owned lands. Access to such venues is strictly on the proviso that permission (from Multisport) to use such venues has been sought and granted in each case to each participant and that the necessary waiver has been signed.



## **Declaration & Waiver**

No participant may invite or bring along anyone to such venues that is not part of MultiSport and who has not signed the waiver. Such persons are deemed unauthorised to access such venues and may endanger both themselves and others for such unauthorised/unlawful entry.

MultiSport participants may have access to such venues but they must seek prior approval and notify a MultiSport representative of their intended visit and also when they have completed their session. It is preferable that participants train or use such venues in pairs (or multiples) for health/safety reasons.

Further, I undertake to protect secure my equipment/gear e.g. bike from theft/damage while participating in MultiSport organised activities and that its safeguard is my sole responsibility. If a venue fails to satisfy minimum standards in terms of security then I must decide whether to proceed or withdraw from participation or ensure/provide the necessary measure to guarantee the protection of my equipment. This may involve having someone watch over my equipment and providing insurance against damage/theft etc.

MultiSport accept no liability or responsibility in the event that unauthorised images/photos/videos /recordings are taken by participants (or others) while engaging in MultiSport organised activities, and where such media is shared on social media or other promotional sites. MultiSport reserve the right to take any promotional images/video clips etc. of its activities, and to hold the copyright of such material.

I am wholly responsible for any loss or injury which may arise or be suffered from such aforementioned risks in so far as and to the extent that they affect my person and I (my heirs, executors, legal representatives, successors and assigns) hereby indemnify and release MultiSport from any liability (and claims) arising from my participation in this or any training programme and where my actions may also extend to adversely affect others.

MultiSport reserve the right to remove anyone from its programme/activities where such individuals actions may endanger the safety and reputation of its programme/activities.

MultiSport includes its agents/representatives. By signing and dating this form, I confirm that I have read and fully understand and accept its terms and conditions.

#### SPECIAL PROVISIONS

from any loss/liability which may result.

Addendum -Organisations (Schools, Youth Clubs, Sports Clubs etc.)
MultiSport may also grant access or use of its venues to other organisation or persons (natural/corporate) and may run events/activities in conjunction with such organisations (Schools, Youth Clubs, Sport Clubs etc.). MultiSport will seek and require that such entities hold their own relevant/appropriate insurance to protect their participants and to indemnify MultiSport

MultiSport will require also that its waiver appropriate to the relevant activity is signed by the appropriate person prior to use of its venue/services. It is the sole responsibility of any such organisation to meet its obligation under health/safety and welfare legislation and other releases e.g. Garda clearance/vetting, permission from Statutory Bodies, licences etc.



## **Declaration & Waiver**

I/we the undersigned, being 18 years and over and the parent/guardian of our son/daughter named below, hereby declare and acknowledge that our child's participation in any event (training/competitive or leisure) or programme or activity organised by MultiSport is solely at our own risk, and we have satisfied ourselves as to the suitability of the activities and venues provided for our child's involvement and participation.

Should any organisation in charge of or in the care of children avail of or seek to use functions of MultiSport or its services or venues, and conduct its own nominated activities independently of MultiSport, then such organisation is wholly and solely responsible for the health/safety of their party (children/parents/representatives) and we and the organisation wholly indemnifies and releases MultiSport from any liability for loss/damage that may occur.

The intended use of MultiSport venues, functions and or services shall be agreed in advance indicating numbers of participants, times and other requirements. All relevant terms/conditions of the general waiver shall also apply and where the context so allows. MultiSport reserves the right to amend or revoke the terms of this agreement (either in part or in full).

Name: (Block Capitals)	
Signature:	Date:/
<b>General &amp; Special Provisions:</b> Parent/Guardian Name: (Block Capitals)	Child's Name:
Parent/Guardian Signature:	Date:
Name of Organisation:	