

LEGAL DISCLAIMER

This Legal Disclaimer will apply when You participate in a Sporting Event or activity hosted by Us. **Please read the below disclaimer very carefully** before You participate in our Sporting Events.

If you have any questions about the Legal Disclaimer, please contact a member of staff before You participate.

1. TERMINOLOGY

1.1. Legal Disclaimer

The Legal Disclaimer means the entirety of this document.

1.2. The First Party (We, Our, Us)

We are the First Party to this Legal Disclaimer. Reference to 'We', 'Our' and 'Us' shall mean SURFING ENGLAND, the National Governing Body for Surfing in England and a company registered in England and Wales with a company number of 07483752 and whose registered office is Unit 3 Velator Way, Braunton, EX33 2FB, United Kingdom.

As part of our remit we host and organise Sporting Events.

1.3. The Second Party (You, Your)

You are the Second Party to this Legal Disclaimer. Reference to 'You' or 'Your' will therefore mean:

1.3.a. any person entering and taking part in Sporting Event; OR

1.3.b. any child who participates in a Sporting Event (however the person acting as a Responsible Adult is entirely responsible for the relevant child's compliance with the terms of the Legal Disclaimer)

1.4. Sporting Events

A Sporting Event shall mean any Surfing event staged, hosted and/or organised by Us (or under the auspices of SURFING ENGLAND). Typically, We hold Surfing Competitions and events within the accepted ISA definition of Surfing.

2. INTRODUCTION

2.1. This Legal Disclaimer will apply for and in consideration of You being permitted to participate in a Sporting Event.

2.2. By participating in Our Sporting Events, You agree to be bound by the terms of this Legal Disclaimer.

3. YOUR RESPONSIBILITIES

When participating in a Sporting Event, You warrant and agree:

3.1. to comply with the following specific rules:

ISA Rulebook: <https://isasurf.org/about-isa/isa-rulebook/>

3.2. to follow all additional instructions and rules provided by Us during any Sporting Event (whether verbal or written);

3.3. to abide and take reasonable note of all instructions, warnings, notices and signage provided by Us or displayed by Us;

3.4. that You are responsible for any personal equipment or property which You may have brought to use during any Sporting Event;

3.5. that the use of any equipment or property provided by Us is at Your own risk;

3.6. that You will use all equipment safely, appropriately and in accordance with all relevant instructions;

3.7. that You will act responsibly and sensibly at all times;

3.8. that You will participate in a manner which does not endanger the safety of others;

3.9. that You will not participate if you are pregnant or under the influence of alcohol or non-prescription drugs;

3.8. that You understand that there are inherent risks of physical injury in participating in Sporting Events (see **Fitness to Participate** below);

3.9. that You are in good general health and are fit to participate in the Sporting Event (see **Fitness to Participate** below).

4. OUR LIABILITY

4.1. You will be participating in Our Sporting Events and using any equipment at Your own risk. We will not be liable to You for any death, personal injury or harm unless it is caused by Our negligence or breach by Us of any other legal duty.

4.2. We are not liable or responsible for any damage or loss of Your personal property, possessions or equipment at a Sporting Event.

5. AGE REQUIREMENTS

5.1. You must be at least 18 years of age to participate in Our Sporting Events.

5.2. If You are not 18 years of age on the date of the relevant Sporting Event, You must be accompanied by a responsible adult (**a Responsible Adult**).

5.3. If You are a Responsible Adult, You shall be entirely responsible for the relevant child's compliance with the terms of the Legal Disclaimer.

6. FITNESS TO PARTICIPATE

6.1. Our Sporting Events involve physical activities. There are inherent risks involved in participating. We cannot completely remove or mitigate some risks. You should be aware of the following particular risks:

drowning, being hit by surfing equipment (your own or others).

6.2. We are not medically qualified to assess Your fitness to participate in any of Our Sporting Events or to provide an opinion on the same. It is Your responsibility to make this judgement and to seek medical advice, where appropriate. You should not participate in our Sporting Events if You are not fit and well enough to do so.

6.3. The following is a non-exhaustive list to explain when it would be inappropriate to participate in our Sporting Events. You should not participate if You:

6.3.a. are pregnant;

6.3.b. have recently undergone surgery;

6.3.c. are taking any form of medication which may impact your ability to participate;

6.3.d have, have recently had and/or are recovering from any injury or injuries which inhibits your ability to swim, paddle your board or surf safely.

6.4. You should not participate in our Sporting Events if you are under the influence of alcohol or any banned performance enhancing or recreational drug/s and or substances whether they are or are not defined by UKAD or WADA.

7. RECORDING THE EVENT

7.1. We may capture images and film footage of You participating in the Sporting Event.

7.2. We may share any such images and footage:

Editorial content, social media, press releases, affiliated advertising

7.3. By signing this Legal Disclaimer and by participating in any of Our Sporting Events, You consent to Us (and any third party instructed by Us) recording You at the Sporting Event and sharing this via the above mediums.

7.4. If You are a Responsible Adult, You are agreeing to the terms of this Legal Disclaimer on behalf of a relevant child and in doing so You consent and agree that We may record the relevant child at any Sporting Event for the purposes defined in this section.

7.5. We will always process personal data in accordance with our data protection and privacy policies.

8. GOVERNING LAW AND JURISDICTION

8.1. This disclaimer has been created in accordance with the laws and England and Wales. Any disputes will be subject to the non-exclusive jurisdiction of England and Wales.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS STATEMENT BEFORE ENTERING AN EVENT/SIGNING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH US.