



RELEASE AND WAIVER OF LIABILITY

The undersigned participant acknowledges that his/her participation in the **SCARS – Kayak 4 Kids**, whether as a volunteer, guest or participant (the "SCARS Event"), is at his/her own risk and that, to the maximum extent permitted by law, none of SCARS (registered charity #922), any of its executive committee, directors, officers, employees or agents (each a "SCARS Party" and, collectively, the "SCARS Parties") are liable for, and the participant shall indemnify, defend and hold harmless the SCARS Parties from and against, any loss, damage and/or harm, including (without limitation) bodily or mental harm, personal property damage or loss, loss of profit, business or opportunity, indirect or consequential loss, special damages or any other loss and/or harm howsoever arising from the SCARS Event and/or his/her attendance at and/or participation in the SCARS Event and, without limitation to the foregoing, the participant hereby agrees that no claim, complaint or proceeding will be brought against any SCARS Party in relation to the foregoing. This waiver applies to all risks of personal injury, death, loss or property damage, including risks that are not presently known or not reasonably foreseeable, that result from the participant's own actions, inactions or negligence or the actions, inactions or negligence of the SCARS Parties, the conditions of the premises and of any equipment used or hired in connection with the SCARS Event.

MEDIA CONSENT

The undersigned Participant hereby acknowledges and agrees that the SCARS Parties and other participants in the SCARS Event may take photographs and videos (collectively, "Images") at and/or during the SCARS Event. By signing this waiver you hereby consent to being photographed and videoed and agree that Images including your own image and voice may be used for promotional purposes by SCARS.

SCARS Privacy notice sets out our use of personal information. The undersigned participant should access the privacy notice by using the following link <https://www.scarsbermuda.com/privacy-policy/>

I understand that this release and waiver of liability and media consent is governed by Bermuda law and shall bind the successors and assigns of the undersigned participant.

Signed and Agreed by:

Signature of participant*

Date

Print Name

OR, if the participant is aged under 18:

I agree and confirm the above on behalf of

Name of Participant

Signature of Parent or Guardian

Signature of parent/guardian

Date _____

Print Name