

**NOTICE TO THE PARTICIPANT – YOU HAVE THE OPPORTUNITY TO AND SHOULD TAKE
LEGAL ADVICE IN RELATION TO THE CONTENT OF THIS AGREEMENT AND SHOULD READ
THIS AGREEMENT VERY CAREFULLY BEFORE SIGNING**

THIS ACTIVITY WAIVER & RELEASE is an Agreement between

("Participant")

AND

Camanachd Association. PO Box 5805, Inverness IV1 9FX ("CA")

The parties to this Agreement agree as follows:

Details of activity

1. The Participant is freely choosing to participate in the activity of playing Shinty without an approved Helmet and Faceguard ("the Activity").

Participation release

2. Being 18 years old or over and wishing to participate in the Activity, the participant releases and forever discharges CA, its members, directors, officers, employees, agents, assigns, legal representatives and successors, together with all persons participating in the sport of Shinty in Scotland under the jurisdiction of the CA, including all appointed officials, clubs, teams and players (whether opposing or in his own club) in all competitions organised and played under the jurisdiction of the CA, together with any training or Shinty related activity in connection with the Activity, from all manner of actions, claims, cause of actions, damages and demands for or by reason of any injury to the Participant, including injury resulting in the death of the Participant, which has been or may be sustained or contributed to in direct or indirect consequence of the Participant's participation in the Activity.
3. The Participant has fully informed himself/herself as to the risks of participating without an approved Helmet and Faceguard and freely participates at the risk of injury to himself/herself by doing so without an approved Helmet and Faceguard.
4. The Participant understands that the Participant is not permitted to participate in the Activity without the Participant having signed this Agreement.

Fitness to participate

5. The Participant declares that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from freely entering into this Agreement or from participating at their own risk and of their own choosing in the Activity.
6. If required, the Participant agrees to obtain a medical examination and clearance if any doubt becomes known as to the Participant's Fitness to Participate.

Concurrent release

7. The Participant acknowledges that this Agreement is given with the express intention of extinguishing forever and irrevocably any and all obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns, in relation to the Activity.

Full and final

- 8. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
- 9. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against CA for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
- 10. The Participant has had the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- 11. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and have binding effect upon being signed by the Participant. The Participant acknowledges that the CA does not need to sign this Agreement for it to have full binding effect; it has effect on being signed by the Participant alone.
- 12. The Participant further confirms their acknowledgement and understanding that this Agreement fully and irrevocably discharges and holds forever free from liability not only the CA and all connected parties, but any opponent or match official, from any cause or claim for any injury sustained by the Participant, howsoever effected, caused or contributed to directly or indirectly by the absence of wearing an approved Helmet or Faceguard.
- 13. If the Participant chooses or is required to wear an approved Helmet or Faceguard at any point after entering into this Agreement, this will continue to have full force and effect in relation to the subject matter hereof.

Governing Law

- 14. This Agreement will be governed by and construed in accordance with and governed by the laws of Scotland.

Emergency Contact

- 15. To be completed by Player

Emergency contact name: _____

Emergency contact phone number: _____

HAVING READ THIS AGREEMENT AND UNDERSTANDING THE TERMS AND EFFECT OF PROVIDING THIS WAIVER, IF YOU WISH TO PROVIDE THIS WAIVER, SIGN AND DATE THE AGREEMENT BELOW AND HAVE YOUR SIGNATURE WITNESSED. PRINT ALL DETAILS CLEARLY IN BLACK OR BLUE INK.

Signed by Participant Date

Signed by Witness Date

Print name

Print name

Address

Address

Club