

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



*Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.*

*All information contained herein is legally binding on the person signing this agreement in relation to all activities that he/she may perform with Valerio Cicconi, holder of Identity Card Number 157010A, residing at Bugibba, St Paul's Bay, (hereinafter also referred to as 'Valerio Cicconi') and in relation to any minors who he/she is accompanying and who shall be utilising the services offered by Valerio Cicconi. The person signing this agreement and any minors being accompanied by him/her are hereinafter referred to as the "Participant."*

*In the case of accompanied minors, the undersigned adult Participant accompanying the minor/s hereby declares that he/she enjoys the legal guardianship/responsibility for taking care of the minor during the entire activity and shall solely be responsible for the wellbeing of the minor/s. The adult Participant shall not take part in any activities organised by the organiser before agreeing to the terms and conditions of this document.*

1. I the undersigned Participant, hereby agree as a precondition to my participation in all events organized by Valerio Cicconi including, but not limited to the use of any water sport equipment provided by Valerio Cicconi (collectively referred to as "the Activities") and in further consideration of Valerio Cicconi allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").

2. For purposes of clarity, when reference is made to Valerio Cicconi, such reference shall be interpreted as being made to any Agents, Employees of Associated Persons of Valerio Cicconi who have assisted Valerio Cicconi in the organisation as well as the implementation of the Activities in any manner whatsoever (hereinafter referred to as the 'Agents').

3. I acknowledge that 'the Activities' involve inherent risks and dangers that may cause serious injury and possible death to Participants and third parties.

4.1. I fully understand the risks and dangers associated with my participation in the Activities and accept same entirely at my own risk.

4.2. I have been well informed and briefed about all the potential risks that can happen during the training session.

4.3. I declare that I will follow all the safety rules explained to me by Valerio Cicconi and/or his Agents.

4.4. I acknowledge and accept any and all risk associated with the presence of any and all sea life that may be in the water or on the beach, any and all kinds of jellyfish, sea urchins, fish and any other kind of sea life that can procure to my body directly or indirectly any kind of damage, loss or physical problem.

5.1. I hereby waive any and all claims which I may have against Valerio Cicconi and release Valerio Cicconi from all liability for injury, death, property damage or any other loss sustained by me or my property as a result of my participation in the Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care by Valerio Cicconi.

5.2. I hereby waive any and all claims which I may have against Valerio Cicconi and release Valerio Cicconi from all liability for injury, death, property damage or any other loss sustained by any third party/ies or to their property as a result of my participation in the Activities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care by Valerio Cicconi.

5.3. I understand that I will be responsible for all Hospital, Laboratory, and Medical Fees, in the event that any such fees and/or expenses arise.

6. I appreciate that the Agreement limits the liability of the Agents to the same extent as it limits the liability of Valerio Cicconi.

7.1. I declare that I am not suffering from any health issues that impede me from taking part in the Activities and I am responsible to disclosed all and any health issues to Valerio Cicconi.

7.2. I understand that the activities may be physically and mentally intense and may require exertion to be conducted. I declare that I shall not hold Valerio Cicconi and/or the Agents responsible for any personal injury that I may suffer due to over-exhaustion, over-exposure to the elements, strain or any other cause whatsoever.

7.3. I declare that I am in good health and am fully capable of participating in any and all strenuous activities associated with the Activities. I confirm that I'm a fit person and that I have not consumed any alcohol or used drugs in at least 12 hours preceding the Activity.

8. I agree to indemnify Valerio Cicconi for all damages that he may suffer and/or costs and/or expenses that Valerio Cicconi may bear in view of any action or threatened action that may be taken by any third parties against Valerio Cicconi for any reason whatsoever as a consequence of my participation in the Activities, irrespective of whether such damages, actions or threatened action/s ensure due to tort, negligence or accident on my part. This indemnification is being granted in relation to any physical or moral damages suffered by any third party/ies and/or any damage that may have been caused to third party property, as direct or indirect consequence of my participation in Activities.

9. I declare that Valerio Cicconi has strongly suggested that all Participants wear approved **PFD (Personal Flotation Device)** which are provided. Persons over the age of 16 who wish not to wear a PFD must be aware of the added risk and danger associated with not wearing a PFD while in the water. In the case of personal injury or other damage suffered by the Participant or third parties due to the Participant's failure to wear a PFD shall be the sole responsibility of the Participant.

10. I shall be responsible for keeping the equipment provided by Valerio Cicconi in perfect conditions and if damaged, agrees to pay for the repair or replacement of the said equipment. It shall be at the discretion of Valerio Cicconi to decide whether the item/s of equipment require replacement or otherwise and to decide the cost for such repair or replacement.

11. I hereby authorize Valerio Cicconi or his Agents to conduct any minor Medical First Aid that may be required and call the emergency authorities and/or involve professionally trained medical personnel, should he deem necessary.

12.1. I hereby give my consent and approval to Valerio Cicconi and/or his Agents to photograph, take motion pictures of, televise or reproduce in any manner or through any media, images and video clips of myself and any other Participant for whom I shall be responsible.

12.2. Such display, use, sale or license of any such pictures or other reproductions may be utilised by Valerio Cicconi for any commercial purposes or otherwise without monetary compensation payable to myself and any other Participant for whom I shall be responsible.

13. In the event that any one or more clauses of this agreement or parts thereof are deemed unenforceable, the unenforceability of such clauses or parts thereof shall not vitiate the remainder of this agreement.

14. I hereby submit to the non-exclusive jurisdiction of the Maltese Courts.

I HEREBY DECLARE THAT I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTOOD ALL THE CONTENTS OF THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "VALERIO CICCONI" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND / OR GUARDIAN OF A PARTICIPANT, I HAVE READ, UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD / CHILDREN.

