



ACCIDENT WAIVER AND RELEASE FROM LIABILITY FORM IN FAVOUR OF ROYAL MANCHESTER CHILDREN'S HOSPITAL CHARITY¹ ("THE CHARITY")

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE BIG CHARITY DRIVE ("the Drive"), except those caused by the negligence or fraud of the Charity.

I certify that I am physically fit, have sufficiently prepared for participation in the Drive, and have not been advised to not participate by a qualified medical professional.

I certify that there are no health-related reasons or problems which preclude my participation in the Drive.

I confirm that the vehicle that I am driving/travelling in for the Drive and all of equipment used is of a suitable standard and state of road worthiness and that my team have spent less than £1,000 on it.

I confirm that I will provide The Charity with all details of my vehicle and all designated drivers by 1st September 2016.

I acknowledge that if my vehicle becomes unroadworthy at any point during the drive, I will dispose of it responsibly, and in line with the local requirements. In the event of this happening, I agree to pay any costs associated with making my way back to Manchester, UK.

I accept that the Drive is not a race in any format. Results will not be published and anyone considered to be competing against others in this manner will be removed from participation in the Drive.

For drivers only

I certify that I have a full valid UK driving license and am over the age of 25.

I agree to adhere to the local highways rules and regulations in the countries through which I am travelling and behave in a respectful way to other road users, my fellow participants and the general public.

I certify that there will be a minimum of two designated drivers in my vehicle for the duration of the event. I will ensure that I take sufficient breaks and share driving with my team mates to avoid exhaustion.

I agree to do my utmost to look after my vehicle on the road to ensure it retains the most value for the Charity.

Fundraising

I agree, with my team, to raise at least the minimum sponsorship of £1,500 and return all funds to the Charity by 4th October 2016.

I acknowledge that I may fundraise an additional £1,000 to be used towards the cost of acquiring and theming my vehicle. If I choose to fund my vehicle in this way, I understand that I must make my sponsors aware of this.

¹ CENTRAL MANCHESTER UNIVERSITY HOSPITALS NHS FOUNDATION TRUST CHARITY (REGISTRATION NUMBER 1049274)

I agree to transfer ownership of my vehicle to the Charity following the drive and provide all registration documents with a letter confirming the transfer. I agree to deliver the vehicle and documentation to an agreed location in Greater Manchester by Friday 16th September 2016.

I agree that any theming of my vehicle or team will not restrict visibility or impact on our ability to safely drive.

I agree to participate fully in the online challenge element of the event and nominate at least one twitter account for my team's location to be tracked for the duration of the Drive on www.bigcharitydrive.com.uk using the #bigcharitydrive.

I acknowledge that any content shared in relation to the event should be non-offensive and appropriate to be associated with a children's hospital charity brand.

I accept that the judge's decision is final in relation to points awarded for challenges during the Drive.

If, during the Drive, I decide to change route and distance, then all the consequences of my actions will be mine.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Charity, the sponsors and organisers of the Drive and that it will govern my actions and responsibilities arising out of or in connection with the Drive.

In consideration of the Charity permitting me to participate in the Drive, I hereby agree on behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability (except for liability arising out of the negligence or fraud of the Charity) in connection with or arising out of my participation in the Drive THE FOLLOWING ENTITIES OR PERSONS: the Charity and/or its charity trustees, officers, employees, volunteers, representatives, and agents, and the Drive organisers, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in sub-paragraph (A) above from any and all liabilities or claims made as a result of participation in this activity, except those caused by the negligence or fraud of the Charity.

I acknowledge that the Charity and its charity trustees, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that the Drive may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic and actions of other people including, but not limited to, other participants in the Big Charity Drive, other road users, volunteers, monitors, and/or organisers of the Drive. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Drive. I agree to carry medical supplies required for treating any medical conditions specific to me and/or my team.

I understand while participating in the Drive, that I may be photographed and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Charity, sponsors and organisers of the Drive, and their assigns.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I am fully responsible for my actions while participating in the Drive and I acknowledge and agree that the Charity does not accept responsibility for the actions of participants nor the consequences of such actions.

If my team are the winners of the competition, I agree to my driving license details being passed to the event partners before the closing ceremony in order for them to insure me on a vehicle as part of my prize.

I confirm that:

- The vehicle I use for the Drive is road-worthy and will remain so for its duration, that it is fully taxed, insured and has a current MOT.

- I remain responsible for all my expenses incurred in the Drive except where specifically agreed to the contrary in writing with the Charity.
- I will comply with all lawful instructions from time to time of the Charity and the organisers in connection with the Drive and understand and agree that my failure to do so may result in my immediate removal from the Drive (which decision shall be in the absolute discretion of the Charity and/or the Drive organisers).

It is my responsibility to make a decision whether or not to drive the Drive. The route and directions provided does not necessarily indicate that a road is driveable and each participant is deemed to make their own decision about whether to proceed at all. Any route provided is for guidance only and the Charity does not insist that I use the route shown. Therefore if I choose to drive a section, it is entirely my own choice. If I choose a different route to avoid obstacles or sections I do so entirely at my own risk.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL AND HAVE HAD THE OPPORTUNITY TO TAKE INDEPENDENT LEGAL ADVICE.

Event **Date**

Participant's Signature

Participant's Name

Participant Email

Age **Date of Birth**

Mobile Number

Next of Kin Name

Next of Kin Tel Number

Next of kin Relationship

Do you suffer from any medical conditions we should be aware of?

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