

# Global Solo Challenge 2023-24

## Assumption of risk release and waiver of liability and indemnity

### Parties

- (1) The Skipper:
- (2) The Organiser
- (3) Event Sponsor(s)
- (4) Event Partners (s)

### Definitions

- Event: The Global Solo Challenge 2023;
- Event Website: <https://globalsolochallenge.com>.
- Event Sponsor: any Party that has entered into a sponsorship agreement with the Organiser;
- Event Partner: any Party that has entered into a partnership agreement with the Organiser;
- Organiser: Marco Nannini LTD, 3rd floor, 166 College Road, Harrow, Middlesex, HA1 1BH, UK;
- Skipper: the skipper of a Boat entered in the Event;
- Boat: The boat entered in the Event by the Skipper;
- Inspectors: Person(s) or other entity appointed by the Organiser to inspect a Boat for the purpose of establishing compliance with the Regulations.
- Regulations: The Global Solo Challenge 2023-24 Regulations and any amendments thereof.
- Releasees: the Organiser the Inspectors and or the Event Sponsor(s) and or Event Partner(s) or any of their respective officers directors representatives volunteers agents employees shareholders agents contractors successors or assigns whether as individuals or collectively.

## Interpretation

Headings are for convenience only and shall not affect interpretation or meaning.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

In the event of any translations being made this English text will always take precedence.

## Applicable law

The Event, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Event or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

For myself and my heirs executors administrators personal representatives next of kin and assigns in consideration for my participation in the Event I hereby acknowledge confirm and agree:

- I understand the nature of the Event.
- I am in good health and in proper physical and mental condition to participate in the Event.
- That there are certain inherent risks and dangers associated with the Event and that mortal or serious personal injuries and or property damage or other loss may result including damage or injury sustained as the result of the efforts of third parties who come to my aid.
- That I knowingly and voluntarily accept and assume responsibility for each of those risks and dangers and all other risks and dangers that may arise out of or occur during participation in the Event.
- I waive release discharge and covenant not to sue the Releasees from and for any liability resulting from any and all claims demands damages judgements executions rights of action or causes of action present or future whether the same be known anticipated or unanticipated resulting from personal injury accident or illness including death and any property and or other loss however caused arising from or in any way related to my participation in the Event
- To indemnify defend and hold the Releasees harmless from any and all claims actions suits procedures costs expenses damages and liabilities arising from or in any way related to participation in the Event.
- That the assumption of risk release and waiver of liability is intended to be as broad and inclusive as is permitted and that if any portion thereof is held invalid the balance shall notwithstanding continue to have full legal force and effect.
- That this assumption of risk release and waiver of liability is intended to discharge each of the Releasees from any and all liability arising out of or in any way connected with the Event even if that liability arises out of negligence or carelessness on the part of any of the Releasees.
- That the Organiser may but is in no way obliged to offer a dispensation due to any Event compliance shortfall and that any such dispensation in no way removes my sole and overriding responsibility to decide whether to depart or continue in the Event.

- I have read this assumption of risk release and waiver of liability and indemnity and had the opportunity to ask questions about the same and to take my own legal advice.
- I fully understand this assumption of risk release and waiver of liability and indemnity.
- That in entering into this assumption of risk release and waiver of liability and indemnity I may be giving up substantial rights in connection therewith and that it's terms are binding and not a mere recital.
- I am executing this assumption of risk release and waiver of liability and indemnity freely and voluntary.
- I am the sole legal and beneficial owner of the Boat.\*

Executed as a Deed by the Skipper on the presence of the Witness	
Witness signature	
Witness name (printed)	
Witness Address	
Date	

\* If the Skipper is not the legal and beneficial owner of the Boat then a separate assumption of risk release and waiver of liability and indemnity must be executed by the legal and beneficial owner(s). In the absence of that the Skipper and Boat will not be allowed to participate in the Event.