



ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

Every person MUST read and understand this waiver before participating in club activities. This agreement will affect your legal rights. Please read this waiver before signing.

In consideration of being allowed to participate in any way in the **Club Smash Hong Kong** sports program, related events, and Activities, the undersigned acknowledges and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) that "Activities" includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, tournaments, and services provided by **Club Smash Hong Kong**; and,
- 3) I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage, or loss resulting from my participation in the activities involved in this program. I agree to accept these Risks and agree to the terms of this waiver EVEN IF **Club Smash Hong Kong** is found to be negligent or in breach of any duty or care or any obligation to me in my participation in the Activities involved.
- 4) I confirm that I have reached the age of majority in the city of Hong Kong.
- 5) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 6) In addition to consideration given to **Club Smash Hong Kong** for my participation in activities, I and my heirs, next of kin, executors, administrators, and assigns (collectively my "Legal Representatives"), agree:
 - To waive all claims that I have or may have in the future against **Club Smash Hong Kong**;
 - To release and forever discharge **Club Smash Hong Kong** from all liability for all personal injury, death, property damage or loss resulting from participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgement of **Club Smash Hong Kong**; and To be liable for and to hold harmless and indemnify **Club Smash Hong Kong** from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.
- 7) I agree that the laws of Hong Kong govern this waiver and all terms contained within. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong. Any litigation to enforce this waiver must be instituted in Hong Kong.

I CONFIRM THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND THAT THIS WAIVER IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES.

☐ Check to confirm you are 18 or above at the time of registration. Minor must complete the paper version of this form in the presence of a parent or guardian.

PARTICIPANT NAME (PRINT):	PARTICIPANT SIGNATURE
DATE (DD/MM/YYYY)	