

TERMS AND CONDITIONS AND RELEASE OF LIABILITY FORM

In consideration of the services of 86it LTD & Grouvly LTD, its agents, owners, officers, sponsors, operators, volunteers, participants, parent, sister or subsidiary corporations (hereinafter collectively THE ORGANISERS), I hereby agree to release and discharge THE ORGANISERS on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks:** I acknowledge that any outdoor activity entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in this event.
2. **Express Assumption of Risk:** As lawful consideration for being allowed to participate in activities offered by THE ORGANISERS, I expressly agree on behalf of myself to accept and assume all the risks existing in this activity including but not limited to diving/jumping from the boat, running, jumping, and dancing on deck. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **Personal Skill & Insurance:** I certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I might cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
4. **Consumption of products onboard:** I expressly consent to partake in the consumption of boat facilities, food, beverage, and any other products onboard and do so at my own risk. I agree to not hold THE ORGANISERS responsible in any way for this and agree that THE ORGANISERS can at any time bar me from consumption of said products. I also agree to bear full responsibility for any and all damages that caused by me as a result of using the products that are provided to me.
5. **Photographic Assignment:** I understand that THE ORGANISERS reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself, I hereby agree that THE ORGANISERS may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by THE ORGANISERS.
6. **Narcotics:** I consent that strictly no drugs are to be taken or used onboard. Anyone that is caught or suspected of carrying drugs or paraphernalia will be ejected immediately from the event to the closest safe exit point with no compensation.
7. **Refunds and Cancellations:** I understand and agree that the ticket(s) I have purchased are non-refundable under any circumstance. This event will only be postponed to a later date under the circumstance of either a Typhoon Signal 3 or higher or Black Rain Storm warning being hoisted within 2 hours of the commencement of this event. If either warnings are raised during the course of the event then the event will be cancelled and I agree to disembark at the closest safe shelter.

By signing this document, I acknowledge for myself that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THE ORGANISERS on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.