

# WAIVER AND RELEASE OF LIABILITY PARTICIPANT AGREEMENT

## PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND WILL AFFECT YOUR ABILITY TO BRING FUTURE LEGAL CLAIMS.

### Interpretation

**ENTREPRENEURS ARE LEADERS** means Purplestone Academy, a company registered in England and Wales with company number 07554747 whose registered address is at Unit F 37 Princelet Street London Greater London England, E1 5LP.

**Claim(s)** means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses.

**Event or Events** means an event run by Purplestone Academy -**ENTREPRENEURS ARE LEADERS**.

**I/me/my/Participant** means you, who will participate in an Event and who has signed this Agreement.

### 1. Assumption of risks

1.1 I acknowledge and agree that:

1.1.1 I understand the demands of the activities of the Events in relation to my physical condition;

1.1.2 it is my responsibility to consult with a medical expert or general practitioner (GP) to ensure that I am in a suitable physical and mental condition to participate in any Event;

1.1.3 **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS** accepts no responsibility for the loss of, theft, or damage during an Event to any property owned by me or under my control; and

1.1.4 **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS** does not provide insurance cover for any Event and it is my responsibility to arrange my own health insurance covering injuries I may suffer as a result of participation in an Event.

### 2. Limitation of Liability

I hereby forever waive, release, covenant not to Claim, and discharge **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS** and its officers, directors, representatives and employees from any and all Claims that I may have arising out of my participation in an Event in respect of:

2.1 any and all injury, disability or death and

2.2 loss, damage or theft of my property.

Except that nothing in this Agreement shall limit or exclude the liability of **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS** or its officers, directors, representatives and employees for death or personal injury resulting from its or their negligence.

### 3. Indemnity

I hereby agree to reimburse **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS** and its officers, directors, representatives and employees in respect of:

3.1 any and all Claims made on my behalf arising from injury or loss due to my participation in an Event; and

3.2 any and all Claims of co-participants and others arising from my conduct in the course of my participation in an Event;

Except for Claims arising from any negligence, breach of contract or breach of statutory duty by **PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS**.

### 4. Obligations of Participants

Throughout my participation in an Event, I agree to:

4.1 co-operate with the Event officials at all times;

4.2 behave appropriately and with respect to all people, equipment, property and facilities;

4.3 alert a staff if I see a fellow participant requiring medical assistance;

4.4 monitor my own physical and mental condition during the Event;

4.5 not participate in the Event if I have been advised not to by any medical practitioner or if I consider myself

unfit in any way;

4.6 not be under the influence of alcohol or any non-prescription drugs during an Event;

4.7 not to enter areas that are indicated as out-of-bounds or restricted.

## 5. Cancellation

5.1 I acknowledge that PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS at its sole discretion may delay, modify, or cancel an Event if conditions or natural or man-made emergencies make administering or holding the Event unreasonably difficult or unsafe.

5.2 In the event of cancellation, entry fees will be transferred to the next qualifying Event.

## 6. Data Protection and Marketing

I agree that:

6.1 in the case of emergency PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS personnel may use the emergency contact details I have provided below for the Event;

6.2 should I receive medical assistance at an Event, data collected on an accident form will be held on PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS database and shall be handled in accordance with the terms of the Data Protection Act 2018 and in accordance with PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS privacy policy (which you can have upon request);

6.3 PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS may share any data I provide to it, including personal data collected from me by registering online, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with an Event (even where the country or territory in question is not identified as one that maintains adequate data protection standards).

## 7. Photography

7.1 By participating in an Event I consent to being photographed and/or to be included in the filming of imagery recording an Event and/or to be included in sound recordings of the Event.

7.2 I hereby waive any and all rights of publicity or privacy and hereby grant to PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS the sole, full and complete permission and authority to utilise and exploit my appearance in an Event in any and all manners and media throughout the world in perpetuity, including but not limited to such purposes as publicity, illustration, advertising and web content without the need for any further approvals.

7.3 I agree that PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS has the sole discretion to use or refuse to use any Event photographs or sound or media recordings in which I appear, and that PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS may use or edit such sound or imagery at his sole discretion and as he thinks fit including but not limited to print, electronic or transferring of image.

7.4 Subject to any restrictions of privacy imposed by law, I hereby consent to the use of my name, image, likeness, voice and any biographical material about me in connection with any footage of an Event, publicity and related promotional material of PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS and with any and all publicity and promotional purposes.

7.5 The photographer/videographer and/or the subjects who appear in the material are not entitled to claim any fees; nor can they demand to be mentioned by name if the material is published. If the participant no longer consents to publication in future, he or she may withdraw consent from ENTREPRENEURS ARE LEADERS in writing at any time.

7.6 I expressly waive any claims against PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS (including its directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of event imagery or sound and/or any promotional materials relating to an Event.

7.7 I understand that all photographs/film footage given by PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS (depending on package taken) will be non-negotiable and given to me after the event. Further that PURPLESTONE ACADEMY - ENTREPRENEURS ARE LEADERS once

given the photographs/video footage to me, permit that I may use these for commercial and non-commercial use as I may wish.

7.8 If participating party is a minor parent or guardian must provide consent for release of such photo on the terms above.

By signing below, both parties agree to the terms of this photo release.

#### 8. Personal Film

8.1 I understand that I am permitted to take photographs and film footage of my participation in an Event for commercial non-commercial purposes (that is for personal and private use).

#### 9. Venue and Jurisdiction

I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

#### 10. Severability

I understand and agree that if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

#### 11. Entire Agreement

This agreement constitutes the entire agreement between me and PURPLESTONES ACADEMY - ENTREPRENEURS ARE LEADERS and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### 12. Age

I confirm that I am aged 18 or over OR I confirm that I am the parent or guardian of the Participant who is between the ages of 6 and 17.

*Signed:*

*Name:*

*Date: 27th March 2023*

*Digital Signature:*