

ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the guided walking tour and other related activities (collectively the “Activities”) provided by **ANITA PHELAN** (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities. The Participant and his/her/their parent(s) or legal guardian(s) understand the inherent risks of participating in the Activities, which may be both foreseen and unforeseen and include serious physical injury and death; and
- 3) **TO RELEASE, DISCHARGE AND INDEMNIFY** the Host from all liability for any loss, damage, injury, death, costs or expense that the Participant (or his/her/their next of kin) may suffer, arising out of his/her/their participation in the Activities. The Participant and his/her/their parents(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

The Participant and his/her/their parent(s) or legal guardian(s) certify that the Participant has no physical or mental condition that precludes him/her/them from participating in the Activities or which would render participation a contravention of medical advice.

The Participant and his/her/their parent(s) or legal guardian(s) acknowledge that the Participant’s participation in the Activities is voluntary and further understand that the Participant will adhere to all reasonable directions of the teachers from the Participant’s school who will continue to act in *loco parentis* for the entire duration of the Activities.

Data Protection By signing this Agreement, the Participant (and the Participant’s parent / legal guardian) hereby consents to the holding and processing of personal data provided by the Participant to the Host for all purposes necessary for the provision of the Activities and performance of this Agreement. These include, but are not limited to: (a) administering and maintaining the Participant’s records; (b) providing information to the Participant’s School or as otherwise required by law; and (c) providing information to future purchasers of the business of the Host. The Host also reserves the right to process the Participant’s personal data for its legitimate interests. A copy of the Host’s data protection policy is available upon request.

To the extent that any portion of this Agreement is deemed to be invalid under the laws of Ireland, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceedings.

ACCEPTANCE OF AGREEMENT

I have read and understood this Agreement and am aware that by signing below I am releasing, discharging, and indemnifying the Host against any injury, loss, costs, damages and/or expenses incurred by the Participant or his/her/their next of kin, either individually or collectively as a result of the Activities unless same shall have been caused by the wilful negligence of the Host. I acknowledge that I have been afforded the opportunity to obtain independent legal advice in advance of entering into this Agreement.

For the avoidance of doubt, nothing in this Agreement shall waive or otherwise affect any policies of insurance indemnifying the Participant maintained by the Participant's School.

Participant's Name (Printed) _____

Participant's Signature: _____

Date: _____

School Name _____

Parent/Guardian's Name (Printed) _____

Parent/Guardian's Signature: _____

Date: _____

Address: _____

Emergency Contact Name & No.: _____