

Participant Consent Form

I confirm I:

1. Am able to sit unaided in the boat.
2. Agree and are able to obey instructions given by the Company's representatives both on and off the water.
3. Capable of swimming a minimum 25 meters whilst wearing a Personal Flotation Device (buoyancy aid).
4. Am physically fit and able to compete in an active aerobic exercise that should not last longer than two minutes.

Terms and Conditions of Entry:

For safety reasons, the helm (steersperson) has the absolute authority to reposition persons in the boat and remove persons if the total weight or balance of the crew is such that boat handling becomes a safety issue and that such action will only be taken in exceptional circumstances, in such circumstances no refund/s will be due to any team member required to be removed from a boat.

Competitors who are disabled or identified as having special needs, are required to complete the Disabled Waiver prior to the event day (Disabled waivers are available from your team manager) and will inform the beach marshal and the boat's helm before each race this to ensure the appropriate provisions and level of care/support is provided.

I must inform the beach marshal and the boat's helm before each race that I am either a weak swimmer, a non-swimmer, uncomfortable in water or have a medical condition that might affect my safety, my team member's safety, or performance on the water / during the activity. Such conditions might include but are not limited to:

- (a) I suffer from chest pains or shortness of breath
- (b) I have been told by my Doctor that I have or may have heart trouble
- (c) I have been told that my blood pressure is too high or too low
- (d) I have had fainting or dizzy spells
- (e) I have undergone a recent operation
- (f) I suffer from bone or joint problems i.e. arthritis, spinal injury etc.
- (g) There is any other reason why I should not participate in an exercise programme, which in the case of Dragon Boat Racing should not exceed 2 minutes of active aerobic exercise per race.

This list is not exhaustive. If you are in any doubt about your fitness to compete please seek professional advice from a medical professional.

I agree will be taking part entirely at my own risk and in the event of loss of property, personal injury or death resulting from my participation in the event, I and any representative acting for me will hold Race The Dragon Ltd. harmless from blame or suit. I understand that nothing in this Agreement shall limit or exclude Race The Dragon Ltd.'s liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (v) or any liability that cannot be excluded under applicable law.

The minimum age for a paddler is 16 years old on the date of the event and for the drummer, 12 years old on the date of the event.

Race the Dragon Ltd reserves the right to refuse any participant/s to take part in the activity should it deem it necessary to do so. This includes any participant/s who do not comply with the safety instructions or who is deemed to be under the influence of alcohol or drugs. No refunds will be given under these circumstances and the Event Director's decision is final.

No refunds are due if the Festival or racing has to be canceled due to conditions outside the control of Race the Dragon Ltd.

Personal Data: I am hereby consenting that Race the Dragon Ltd, on behalf of itself and its affiliated entities, can process my personal data for the purpose of marketing, operating, promoting, and informing me of the event, its event series and related businesses. Subject to applicable law and Race the Dragons policies, I am aware that I may withdraw my consent at any time by contacting Race the Dragon via: events@racethedragon.com

Data Protection and Marketing: I agree that: 1) in the case of an emergency Race the Dragon and/or Venue personnel may use the emergency contact details I provided; 2) should I receive medical assistance at the event, data collected on an accident form will be held on Race the Dragons database and shall be handled in accordance with the terms of the Data Protection Act 1998 (as amended from time to time) in accordance with Race the Dragons privacy policy, which is available at www.racethedragon.com and 3) Race the Dragon 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 for use in connection with the event. By giving Race the Dragon my personal information, I expressly consent to Race the Dragons collection, use, and disclosure of my personal information as described in Race the Dragons privacy policy which can be found at www.racethedragon.com. When I submit personal information to Race the Dragon, Race the Dragon may use it to contact me, and Race the Dragon may provide it to certain third parties for marketing or promotional purposes.

I have the right to ask Race the Dragon not to process my personal data for marketing purposes and that I may always opt-out of receiving future e-mail messages and newsletters from Race the Dragon or request that my information be removed from Race the Dragons database or corrected by emailing Race the Dragon at events@racethedragon.com

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the event by Race the Dragon, its affiliated entities or contractors, and/or the media (“Relevant Other Parties”) become the sole property of Race the Dragon and/or the Relevant Other Parties (as applicable). I acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited, disseminated, adapted, modified, copied, used and/or exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising and marketing Race the Dragon and events held by Race the Dragon, without prior notice or compensation. I further understand that Race the Dragon and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of me. I also grant Race the Dragon the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing Race the Dragon and events held by Race the Dragon without prior notice or compensation.

I confirm that I have read, understood, and agree to all the conditions as specified in terms and conditions, *personal data, data protection, and marketing and photography*.

Please enter your *legal name* as it appears on your passport.