



Fitquest Health and Fitness Ltd Medical Declaration /Consent Form/Terms and Conditions

In consideration of Fitquest Health and Fitness Ltd allowing the Participant to take part in Fitquest The Games each Participant hereby agrees as follows:

1. I acknowledge that:
 - (i) the Event is physically strenuous and my signature below confirms that I have read and reviewed the details of the Event entails
 - (ii) participation in the Event will be physically demanding and may involve, but shall not be limited to, various modes of physical activity including: running over and/or through difficult terrain and obstacles
 - (iii) I am fully aware of and accept the various medical, physical and emotional risks which are inherent in such activities and which include but are not limited to: sprains; fractures; illness and/or infection; heat and cold injuries; injuries involving animal bites and/or stings and/or allergic reactions; contact with poisonous plants; accidents involving other Participants and/or spectators, FQ personnel and/or contact with obstacles and/or the potential for permanent paralysis or death and property loss and/or damage.

2. I confirm that I have answered the following questions in advance of attending the Event and in the instances where I have answered “yes” to any of the questions, I have sought medical advice as to my participation in the Event and informed FQ of the complaint or condition: Do you or have you ever suffered from the following complaints?

| | YES | NO | Please Specify |
|---------------------------------------------------------------------------------------------|-----|----|----------------|
| Heart complaint | | | |
| Diabetes | | | |
| Asthma | | | |
| Back or neck problems | | | |
| Epilepsy | | | |
| Allergies | | | |
| Skin complaints | | | |
| Migraines | | | |
| Phobias | | | |
| Bone fractures or serious muscle sprains/strains Had any operations in the last 5 years? | | | |
| Other (illness or disability which may affect your participation)? | | | |
| Are you pregnant or breastfeeding? | | | |

Note: If the Participant has answered “yes” to any of the questions above, FQ reserves the right at any time to prevent the Participant from taking part in the Event, if in FQ’s sole discretion it considers such action necessary for the safety of the Participant. No refund of the entry fee shall be made if the Participant is deemed to be incapable of safely competing the Event.

3. I hereby confirm that I am physically capable of competing in the Event. If, at any time, hereafter, I develop or discover any medical or physical limitation or condition (including, but not limited to those listed in paragraph 2. above) that may affect my ability to safely participate in the Event, or meet physical demands required thereof, I agree to make such limitations and conditions immediately known to FQ and



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to cease participating in the event. FQ recommends that each Participant should seek medical advice as to his/her participation in the Event and I acknowledge that I have read and understood this recommendation.

4. I hereby represent that I am participating in the Event voluntarily, with full knowledge of the potential risks entailed and that I am expressly, knowingly and voluntarily assuming the risk of any and all physical and/or emotional injury associated with or caused by my participation in the Event.
5. In view of the foregoing, and as a term and condition of participating in the Event, I hereby release, discharge and hold harmless, for myself and my heirs, executors, administrators and assigns, FQ, its staff and contractors, participating sponsors, venues and charities, and each of their respective parents subsidiaries, affiliates, advertising and promotion agencies and medical advisors, and each of the officers, directors, shareholders, employees, and agents of the foregoing (collectively the 'Released Parties'), from and in respect of any injury or illness that I may suffer as a result of my participation in the Event.
6. I hereby accept total responsibility for the condition and maintenance of any equipment I bring to the event and release, discharge and hold harmless, for myself and my heirs, executors, administrators and assigns, JFQ and the Released Parties, from and in respect of any loss of or damage to any equipment which occurs travelling to and from and during the Event.
7. In the event of any injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate FQ and/or appropriate medical professionals. If necessary, I authorise appropriate FQ personnel to consent to such medical care and treatment on my behalf. I agree to assume liability for any and all medical costs incurred as a result of my participation in FQ but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.
8. I hereby acknowledge that information collated on the Entry form and Registration Forms submitted by me may be shared with other organisers of the Event. The information you provide on this form will be held in accordance with the Data Protection Act 1998.
9. Please tick this box if you DO NOT wish to receive information about future events organised and/or promoted by FQ.

I hereby:

9.1 irrevocably consent to my appearance in the Event being filmed, recorded, incorporated, edited, used disseminated, adapted, modified, copied and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats not known or subsequently invented after the date shown below; and

9.2 irrevocably consent to the use and reproduction by FQ and its designers of my name, likeness, appearance in photographs, films and recordings by all means and in all media throughout the world in perpetuity and for no additional compensation (unless prohibited by law) for the purpose of advertising, publicity and otherwise in the relation to the exploitation of the Event and/or the promotion of the Event and the exploitation of the commercial rights relating to the Event provided that such use does not imply my direct endorsement of any third party including any official sponsor or supplier of the Event; and

9.3 warrant that I am at least 18 years of age and have the full right and power to enter into this Medical Declaration and Consent Form and that the terms of this document do not in any way conflict with any existing commitment on my part.

10. I hereby acknowledge and agree: 10.1 that the total liability of FQ in respect of any loss or damage suffered by me and arising out of in connection with the Conditions of Entry or my participation in the Event shall not exceed the amount of the fees actually paid by me to FQ pursuant to the Conditions of Entry.



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10.2 FQ shall not be liable for:

10.2.1 any loss or damage of personal equipment belonging to me; or

10.2.2 any indirect or consequential losses suffered or incurred by me arising out of me taking part in the Event or any other matter arising under these Conditions of Entry in any case whether or not such losses or damage were within the contemplation of the parties when I submitted the Entry Form.

11.0 I agree that this Medical Declaration and Consent Form supersedes any prior understanding between myself and FQ relating to the rights granted herein and no provisions of this Medical Declaration and Consent Form can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

12.1 I agree that if I decided to withdraw from the games I am not entitled to any refund.

12.2 You can transfer your place to somebody else as long as Fitquest agree beforehand and this is done before the 14th June 2016.

12.3 All forms/monies need to be received asap to secure your place within the competition. Places are limited and will be allocated on a first come first served basis.

13.0 My signature below confirms that I have read, understood and agree to this Participant's Medical Declaration and Consent Form.

| | |
|----------------------------------------------------|---------------------------------|
| Participant's name (in block capitals): _____ | |
| Signature: _____ | Date: _____ |
| Email address: _____ | Contact telephone number: _____ |
| Emergency contact telephone no. and name: _____ | _____ |

| | |
|------------------------------------------------------------------|----------------------------------------------------------|
| Team Captain's Name: _____ | _____ |
| Cheque enclosed - £35 made payable to Louise Rowe-Alleyne | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>T shirt size, please circle t shirt preference: (NB: if you transfer your place the tshirt size cannot be changed) Male xl, Male l, Male m, Male s, Ladies xl, Ladies l, Ladies m, ladies s</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Just hand the form/chq to your team captain who will collate the information and pass it to staff in a clearly identified envelope with full payment.

Team Captains - if you need to send this, please contact the organisers who will provide an address.



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