



ACKNOWLEDGEMENT OF RISK

1. This Acknowledgment

1.1 **What this Acknowledgement covers:** These terms and conditions (the “Acknowledgement”) cover the terms on which you participate in in this event and any future Tinkadventures events or training that you may sign up to (the “Event”).

1.2 We may amend the terms of this Acknowledgement from time to time. When we do so, we will provide you with a copy of the updated Acknowledgement.

1.3 The organiser of the Event is Emily Thompson, trading under the name of Tinkadventures with our office at 49 Woods Ave, Marsden, Huddersfield, HD7 6JX (“Tinkadventures”, “we”, “us”).

1.4 **Why you should read them:** Please read this Acknowledgement carefully prior to confirming your acceptance of its terms. This Acknowledgement sets out the basis on which you are acknowledging the inherent risks in an activity such as the Event, what your responsibilities entail and the cancellation policy for the Event.

2. Acknowledgement

2.1 By accepting this Acknowledgement, you hereby recognise that hillwalking, climbing and mountain biking are activities with a danger of personal injury or death, that there are risks associated with these and that you accept those risks voluntarily.

2.2 You hereby warrant that you are in good physical condition and that you are capable of participating in such activity.

2.3 You acknowledge that taking part in the Event requires an element of skill or knowledge and that, as a participant in the Event, you have responsibilities for your own safety and those of others.

2.4 You hereby accept these risks and are responsible for your own actions and involvement.

2.5 You also acknowledge that the risks described in this Acknowledgement are not a complete list of the risks due to the fact that there are other unknown or unanticipated risks inherent in the activity.

2.6 You agree that Tinkadventures is not responsible for death, personal injury, accidents or loss of or damage to property or belongings that may occur to any person attending an Event (except in the case where death or personal injury is caused as a result of the negligence of Tinkadventures).

2.7 You acknowledge and accept full responsibility for yourself and all children and dogs in your care, custody and control, including for bodily injury, death, or loss of personal

property and any expenses incurred as a result of taking part in the Event (except in the case where death or personal injury is caused as a result of the negligence of Tinkadventures).

2.7

Tinkadventures has taken reasonable steps to provide the level of care and assurances of safety that are appropriate to each walking route that you undertake. However, you should be aware that there will always be certain risks that are inherent to hillwalking/ climbing/ mountain biking. It is not possible to fully eliminate the risks without destroying the character and experience of the Event.

3. **Types of Terrain and Conditions**

3.1 For the avoidance of doubt, the types of environment, terrains and conditions that you may encounter at Event include (but are not limited to):

3.1.1 **rough and/or rugged terrain:** this may cause strain on joints and muscles and may increase the risk of slipping or falling;

3.1.2 **physical effort:** our activities will require a greater level of exertion than your usual day-to-day activities;

3.1.3 **height:** whilst appropriate safety precautions are taken, some people, especially those who suffer from vertigo, can find situations at height to be stressful;

3.1.4 **natural environment:** weather is often extreme at the Events. This can result in exposure (to both heat and cold) and unstable or slippery conditions underfoot; and

3.1.5 **loss of or damage to your personal property:** the environments and routes that you experience may increase the potential for loss of, or damage to, your personal clothing or equipment.

4. **Your Responsibility**

4.1 Participants have a responsibility for their own safety and behaviour. In particular:

4.1.1 you must be suitably equipped for the Event and have the appropriate level of fitness for your chosen Event (information is sent out prior to the Event but, if in doubt, ask for advice prior to booking);

4.1.2 you must make us aware of medical condition(s) or injuries, past or present, which may affect or make ill-advised your participation in any Event. we can then advise you whether or not you should participate in the Event;

4.1.3 before commencing the Event, you must ensure that we are aware of any major concerns, fears or phobias about the situation(s) in which you are choosing to place yourself. We will work with you to help ease your feelings of discomfort/apprehension/fear, and ensure that you are as comfortable as possible;

4.1.4 it is dangerous and inadvisable to participate in an Event whilst under the influence of drugs or alcohol. We reserves the right to prevent you from participating in any Event should we suspect that you may be under the influence of drugs or alcohol;

4.1.5 you must co-operate with the walk leader in all matters relating to the Event during and prior to the Event taking place; and

4.1.6 you must observe the Countryside Code of Conduct at all times.

5. **Leader**

5.1 By taking part in the Event, you signify your acceptance of the leader's authority to make decisions affecting the group or individuals within it. For instance, the leader may require you to leave the Event if they believe that your health is at risk, that you have inadequate fitness, that an illegal act is committed or that your behaviour has become detrimental to the safety, enjoyment or well-being of either yourself or the group.

5.2 Should the leader take the action set out in clause 5.1, you will not be entitled to any refund.

6. **Dogs**

6.1 We allow and encourages dogs to accompany you some of our events, provided they remain under your control at all times, and we requests that you observe the Countryside Code of Conduct in this regard. You must seek permission first.

6.2 The leader reserves the right to prevent you from bringing a dog on the walk if they believe that it is not appropriate for the animal to accompany the group.

7. **Age restrictions**

7.1 Generally, the minimum age for an Event is 18, however children can be catered when accompanied by their guardian.

7.2 All children must be accompanied by a parent or guardian, who will have sole responsibility for their child.

8. **Complaints or Concerns**

8.1 In the unlikely event of any problem or complaint, this should be brought to the walk leader's notice at the earliest opportunity, so that the matter can be resolved as soon as possible.

By agreeing to this Acknowledgement, you confirm that you have read, understood and accepted the terms set out in this Acknowledgement and the risks and responsibilities related to the Event and that you are fully aware of the type of Event you have chosen to take part in.

IN PARTICULAR, YOU ACCEPT THAT BY AGREEING TO PARTICIPATE IN THE EVENT, YOU ARE WAIVING CERTAIN RIGHTS TO BRING A CLAIM AGAINST EMILY THOMPSON OR TINKADVENTURES FOR ANY DAMAGE OR LOSS YOU SUFFER WHILE TAKING PART IN THE EVENT (SUBJECT TO THE EXCEPTIONS SET OUT ABOVE).