

Kelpies Experience Participation Agreement

Zone Events Limited (CN: SC595805) (Zone Events)

These are the Zone Events terms and conditions for the Kelpies Experience. The Kelpies Experience is an aerial adventure course located at Helix Park Falkirk, Head Up Kelpie, Grangemouth, Falkirk, FK2 7ZT (**Location**). The course is owned by Scottish Canals and operated exclusively by Zone Events. You confirm you have read and accept the terms and conditions by signing below. Registration is non-transferable and you confirm that you are the participant(s) for which personal details are provided below and will not give your place to anyone else, pretend to be anyone else or swap any participant identification methods that may be used by Zone Events at any time.

1 Nature of the Kelpies Experience and Associated Risks

- 1.1 The course consists of 6 elements and 8 platforms including 7 ladders. You will ascend 25 meters to the mouth of the Kelpies using a series of ladders, cables crossing, suspended platforms, nets and aerial course features before descending back down to ground level either by abseil or a quick flight device (an automatic rope based descending device that provides an initial 'free fall' experience before lowering to the ground). The Kelpies Experience is mentally and physically challenging with high levels of height exposure, a requirement to climb, crawl, crouch and walk across uneven and sloped terrain. The Kelpies Experience may be held in adverse weather conditions such as snow, wind, ice, fog, humidity and rain.
- 1.2 Participation in the Kelpies Experience may expose you to potential dangers and risks and this type of activity may cause injuries that include but are not limited to: bruises, abrasions, strains, muscle tension, dizziness, psychological stress, sprain, broken bones, dislocations and, although we consider it highly unlikely, there is a possibility of death. Some of the risks associated with the Kelpies Experience are inherent. These are risks that cannot be eliminated completely (without changing the challenging nature of the Kelpies Experience) regardless of the care, measures and precautions taken by Zone Events. By taking part, you knowingly assume these risks. Other risks can be mitigated by you by ensuring that you and anyone under your supervision follows the **Safety Rules** and any instructions given to you (or them) by Zone Events personnel.

2 Safety Rules

- 2.1 Zone Events has instituted its Safety Rules for the protection of everyone attending the Kelpies Experience including participants. You will ensure that you and any participant under your supervision follows the Safety Rules and any instructions given.
- 2.2 You acknowledge, understand and agree that you must:
 - be over 10 years old (noting that if you are aged between 10-17 years old a supervising adult must participate alongside you);
 - be at least 140cm tall;
 - weigh less than 120kg;
 - have a head circumference no larger than 48-61cm;
 - not wear any necklaces, chains or loose jewellery;
 - wear sensible footwear fastened securely (no high heels, slippers or loose fitting shoes will be permitted);
 - wear appropriate clothing which must include long sleeves and trousers (no hoodies or shorts);
 - tie up your hair (if long enough to do so);
 - ensure glasses and eyewear have a banded strap and are securely attached and cannot fall off, otherwise they must be removed;
 - not adjust or remove the harness or helmet once fitted;
 - not carry your phone or any loose items (noting that you are responsible for your personal belongings during the Kelpies Experience and there is a small bag drop within the Kelpies);
 - act responsibly and courteously at all times;
 - listen carefully and follow instructions from instructors at all times;
 - use all equipment provided to you in accordance with the instructions provided;
 - not smoke or vape;
 - not be under the influence of alcohol or non-prescription drugs (or any other drugs that might hinder participation); and
 - have no known or knowable medical conditions (e.g. pregnancy) that would affect your ability to safely participate in the Kelpies Experience, or that would result in a risk of danger to yourself or to others. It is your responsibility to monitor your physical and mental health on the lead up to and during the Kelpies Experience. If you have any doubts about your physical fitness or health, it is your responsibility to consult with a qualified medical professional before taking part.
- 2.3 If you fail to adhere to these Safety Rules, participation in the Kelpies Experience may be denied without any liability to you by Zone Events, including to pay any refund or compensation if you are not permitted to, or choose not to participate in the Kelpies Experience, for any reason.
- 2.4 Zone Events will use reasonable care and skill to run the Kelpies Experience taking into account the nature of the Kelpies Experiences and associated risks.

3 Our liability

Zone Events will not be liable for any direct or indirect loss, for any loss, theft, or damage to personal property or for personal injury or death arising from or in connection with the Kelpies Experience (except death or personal injury caused by Zone Event's negligence). You hereby waive and will not take or make any claims against Zone Events arising out of your participation (or anyone under your supervision's participation) in the Kelpies Experience (except for death or personal injury caused by Zone Event's negligence).

4 Personal data

- 4.1 We collect, use and are responsible for certain personal data you provide us for the purposes of providing the Kelpies Experience to you. We rely on the lawful basis of performance of a contract when processing your personal data. If you do not provide the personal data we ask for, it may prevent us from providing the Kelpies Experience to you.

- 4.2 We are the data controller and subject to the UK General Data Protection Regulation (UK GDPR). Our privacy policy is available at <https://www.kelpiesexperience.co.uk/privacy-policy> and sets out in more detail how and why we collect, store, use and share your personal data.
- 4.3 We collect personal data directly from you and also via the CCTV system installed at the Location to monitor security and provide a safe and secure environment for you. Zone Events will ensure that access to and disclosure of images and footage recorded on CCTV will be restricted and carefully controlled. Our CCTV policy is available at <https://www.kelpiesexperience.co.uk/privacy-policy> and sets out Zone Event's use and procedures in place in relation to the use of CCTV at the Location.
- 4.4 In the event of an injury that renders you unconscious or incapable of making a medical decision, you authorise Zone Events personnel and emergency medical personnel to make emergency medical decisions on your behalf (including, but not limited to CPR and use of an Automated External Defibrillator), to secure emergency medical care or transportation for you when deemed necessary by Zone Events and to inform your emergency contact.

5 Photography and Media

- 5.1 Zone Events may engage a photographer and/or videographer to capture the Kelpies Experience. You can choose whether you wish to be photographed and/or filmed by completing the consent declaration below.
- 5.2 All photos and recordings (**Media**) and all rights in such Media and/or likeness of you captured during the Kelpies Experience will be owned by Zone Events or its licensors. You acknowledge that any and all Media featuring you or any participant under your supervision, may be used, edited, disseminated, shared (including with Scottish Canals and other third parties), adapted, modified, copied, and/or exploited by Zone Events for any purpose throughout the world in perpetuity, including but not limited to promoting, advertising and marketing the Kelpies Experience and events held by Zone Events, without prior notice or compensation. You further acknowledge that Zone Events and its licensors have the full right to sell and/or profit from the commercial use of such Media and/or likenesses of you without prior notice or compensation.
- 5.3 Please refer to our privacy policy available at <https://www.kelpiesexperience.co.uk/privacy-policy> for further details on our processing of personal data comprised in the Media.

6 Cancellations or postponements

The Kelpies Experience may be cancelled and/or postponed at any time if Zone Events determines that any circumstances or the conditions for the Kelpies Experience are unsafe, unsuitable or otherwise present a danger to you, anyone under your supervision, Zone Events personnel and/or the general public. Such conditions or circumstances may include acts of God or the elements (such as wind, lightning, storms, rain, hail, ice, hurricane, tornado, earthquake), nesting birds, acts of terrorism, threatened or actual strike, labour problems, work stoppages, industrial action, riots, protests, acts of vandalism, fire, war, public emergency, public health risks (including a pandemic or epidemic), flood, unavoidable accident, road accidents, closures and/or diversions, conditions at the Location). If payment has been made by you to a booking provider for the Kelpies Experience and it is cancelled and/or postponed, you should contact your booking provider in relation to any refund. Zone Events has no liability to compensate you in the event that the Kelpies Experience is cancelled and/or postponed.

7 Acknowledgement

- 7.1 I have carefully considered all the risks involved and am willingly and voluntarily participating in the Kelpies Experience.
- 7.2 I agree that my participation is subject to my compliance with: a) the terms of this Participation Agreement; b) the Safety Rules; and c) all directions, instructions and decisions of Zone Events personnel on the day of the Kelpies Experience.
- 7.3 I confirm that I am aged 16 or over on the date that I am signing this Participation Agreement, or that I am the parent/guardian signing on behalf of a participant aged over 10 years old but under 16 years old.
- 7.4 This Participation Agreement is governed by Scots law and any dispute that arises relating to the provision of the Kelpies Experience will be subject to the exclusive jurisdiction of the Scottish courts.

Personal details (**ADULTS COMPLETE YELLOW, PARENTS/GUARDIANS ALSO FILL OUT BLUE**)

PARTICIPANT INFORMATION:		
First Name:		Last Name:
Address:		
Age:	Phone No.	Email:
PARENT/GUARDIAN DETAILS		SUPERVISING ADULT DETAILS
		<i>Please complete if different to parent/guardian details provided</i>
Full Name:		Full Name:
Relationship to Participant:		Relationship to Participant:
Contact Number:		Contact Number:
EMERGENCY CONTACT FOR PARTICIPANT		
Emergency Contact Name:		Emergency Contact Number:
Relationship to Participant:		

Declarations

MEDICAL CONDITIONS

Please provide details of any medical conditions that Zone Events should be aware of which may affect your participation in the Kelpies Experience:

DISABILITY

Do you consider yourself to have a disability? If yes, what is the nature of your disability and provide details of any extra support you require?

PHOTOGRAPHS WILL BE AVAILABLE TO PURCHASE AFTER THE EXPERIENCE IF YOU OPT IN BELOW

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YES PLEASE. I, the participant, **consent** to being photographed and/or recorded during the Kelpies Experiences and grant you exclusive permission to use the resulting Media for the purposes described throughout this document.

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YES PLEASE. I, the parent/guardian of the participant, **consent** to the participant being photographed and/or recorded during the Kelpies Experience and grant you exclusive permission to use the resulting Media for the purposes described throughout this document.

Signatures

SIGNATURE OF PARTICIPANT (IF OVER THE AGE OF 18)

By signing the box below, I confirm I have read, acknowledge and agree to the terms and conditions of this Participation Agreement:

Signature:

Date:

SIGNATURE OF PARTICIPANT (IF AGED 16 OR 17)

By signing the box below, I confirm I have read, acknowledge and agree to the terms and conditions of this Participation Agreement and have sought guidance from my parent/guardian in relation to my participation and understand that my participation is subject to me being accompanied by a participating supervising adult during the Kelpies Experience:

Signature:

Date:

PARENT/GUARDIAN CONSENT (IF PARTICIPANT IS UNDER 16)

In the case of the participant being under 16 years of age, the following must be read and signed by the parent/guardian and a copy provided to Zone Events along with the completed Participation Agreement before the child may participate in the Kelpies Experience.

In the case of an emergency I agree to the participant, named above, being given medical, surgical or dental treatment, including general anaesthetic and blood transfusion, as considered necessary by the medical authorities present.

I have read the Participation Agreement including information about the proposed Kelpies Experience and Safety Rules for participation.

I consent to the participant taking part in the Kelpies Experience, and, having read the Participation Agreement, declare the participant to be in good health and physically able to participate in the Kelpies Experience.

I understand that I, or a supervising adult with my authority must be present at all times with the participant during the Kelpies Experience.

I understand that the participant shall only be permitted to take part if I, or a supervising adult with my authority, has registered to participate and does participate in the Kelpies Experience alongside the participant.

I will ensure that any change in circumstances (e.g. recent illness, medication or injury), which will affect the participant's participation in the Kelpies Experience will be notified to Zone Events prior to the Kelpies Experience.

By signing the box below, I confirm I have read, acknowledge and agree to the terms and conditions of this Participation Agreement on behalf of the participant and consent to their participation:

Signature:

Date: