

DELTA SPORTS DOME

Delta Retail Park,
Ballysimon,
Limerick
Tel: 061-444455

WAIVER AND RELEASE OF LIABILITY

TERMS AND CONDITIONS

Interpretation:

“the Activities” include tennis, indoor soccer, rugby, Gaelic Football, badminton, aerobics, athletics and any other activities which may, from time to time, be offered by Delta Sports Dome.

“the Equipment” includes all equipment provided for use in the course of the Activities by Delta Sports Dome.

“Occupiers” has the meaning assigned to the term “Occupier” by section 1 of the Occupiers Liability Act 1995.

“Premises” means Units 5B and Unit 5C, Delta Retail Park, Ballysimon, County Limerick

In consideration of Delta Sports Dome (hereinafter referred to as “DSD”) agreeing to furnish services, the use of services and/or the Equipment and allowing me to participate in the Activities on its Premises, I agree and acknowledge as follows:

1. I fully understand and acknowledge that:-
 - (a) risks and dangers exist in my use of the Equipment and my participation in the Activities,
 - (b) my participation in the Activities and use of the Equipment may result in my injury or illness including but not limited to bodily injury, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, and/or other ailments that could cause serious disability, or death.
 - (c) strength, flexibility and aerobic exercise, the Activities and the use of the Equipment, are hazardous and/or potentially hazardous activities. I also understand that exercise and fitness activities involve a risk of injury and even death and I am voluntarily participating in the Activities and using the Equipment and facilities with the knowledge of the dangers involved.
 - (d) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of DSD, the negligence of other participants, the negligence of third parties not employed by DSD or by accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
 - (e) by my participation in the Activities and/or use of the Equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of DSD, other participants or by any unconnected third party.
 - (f) I undertake not to wilfully and/or recklessly engage in the Activities or use the Equipment so as to cause harm, injury, loss, damage or death to other Occupiers of the premises.
2. I, on behalf of myself, my personal representatives, and my heirs, hereby agree to release, waive, discharge, hold harmless, defend and indemnify DSD and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of the Equipment or my participation in the Activities. I specifically understand that:-
 - (a) I am releasing and discharging DSD from and do waive any claim or action(s) which but for this waiver I might have had at this time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of DSD.
 - (b) I release DSD and all or any other Occupiers for the time being from any claims that might otherwise subsist under the Occupiers Liability Act, 1995, save only in respect of such claims as are by virtue of paragraph (c) of section 8 of the said Act, not susceptible of waiver.
3. I hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent or impair my participation in the Activities and/or use of the Equipment or facilities. I declare that I have either had a physical examination from a medically trained professional and have

been given permission by that person to participate, or that I have decided to participate in the Activities with the personal assumption of all risks.

4. I acknowledge that DSD prohibits the use of alcohol and/or other intoxicants on its premises and prohibits the use of the Equipment and the participation in the Activities by persons under the influence of alcohol and/or other intoxicants. I undertake not to use such substances whilst on the premises of DSD, not to engage in the Activities nor use the Equipment whilst under the influence of such substances.
5. I hereby acknowledge that I have been advised to have in place, before engaging in the Activities, appropriate insurance cover to indemnify me against any loss, damage, injury or liability arising out of the use of the Equipment or my participation in the Activities. I have been notified and accept that such insurance cover is a matter solely for myself and DSD accepts no responsibility or liability in relation to same.
6. I hereby acknowledge and accept that DSD cannot accept any responsibility for items lost and/or stolen on/from the premises and I have been advised to take personal responsibility for all personal items. I have been advised not to bring items of value onto the premises.

In addition to the above I knowledge the following rules of DSD:-

- a. I understand that by playing dangerously or making excessive contact with other players or bashing against the kick boards, I could forfeit my right to complete the session and may be barred from continuing, without right to refund.
- b. Correct footwear must be worn by all players on the pitch. It is recommended that players wear either boots with moulded studs or astro-turf trainers. Boots with conventional screw in studs or metal tipped blades WILL NOT be permitted. Any player not obeying this rule will be disqualified from using DSD.
- c. For the safety and protection of all players, the wearing of protective shin guards is highly recommended during all games.
- d. For safety reasons, all players are advised to remove all jewellery or watches before participating in games.
- e. Delta Sports Dome operates a NO SMOKING POLICY in all pitch and changing areas.

MEDICAL PERMSSION AUTHORISATION

In respect of the participants, if any, whose names are set out below and being person(s) below the age of majority, the undersigned parent or guardian gives permission for DSD to authorise emergency first aid or medical treatment as may be deemed necessary by DSD for the minor(s) named below while participating in the Activities and/or using the Equipment at DSD.

I HAVE READ THE ACKNOWLEDGMENTS, UNDERTAKINGS AND WAIVERS AND THE ABOVE MEDICAL PERMISSION AUTHORISATION AND BY SIGNING IT I AGREE TO BE BOUND BY THE TERMS THEREOF AND TO RELIEVE DP FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NELIGENCE, BREACH OF DUTY INCLUDING STATUTORY DUTY, NUISANCE AND/OR ANY OTHER CAUSE.

PARTICIPANT

PARENT/GUARDIAN (if applicable)

Name (BLOCK CAPITALS) _____

Date of birth _____ E-Mail _____

Telephone _____

Address _____

Signature _____ Sport: _____

Date: _____

Any indemnity which is signed by a person under 18 years of age must also be signed by that persons parent or guardian who's full name must also be given and has the right to sign on their behalf.