



PARTICIPANT ASSUMPTION OF RISK AND WAIVER OF LIABILITY

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD READ IT CAREFULLY AND YOU MAY WISH TO TAKE ADVICE BEFORE YOU SIGN IT. IT WILL AFFECT YOUR LEGAL RIGHTS AND FORMS PART OF THE CONTRACT BETWEEN YOU AND YOUR TOUR OPERATOR

By making a booking for and attending a weekend break ("the Break"), which includes dance classes ("the Class"), with Donaheys Events Limited ("the Company"), I, the Participant, confirm that I understand and accept that:

1. It is solely my responsibility if I choose to attend the Break and participate in the Class regardless of whether I have a known medical condition and/or known injury that may affect my participation. If I do wish to participate, I will disclose any injuries to the Company prior to booking my place or as soon as I am made aware of any medical conditions and/or injuries and in any event, before the Break is due to commence. I accept that by allowing me to participate, it does not mean that the Company is in any way diagnosing or determining the extent of my condition and/or injury and where it has been agreed with the Company that I will not participate in certain sections, I will abide by such restrictions and accept responsibility and liability if I do not.
2. Except as otherwise stated in paragraph 1, I am adequately fit and physically capable to participate in every aspect of the Break and the Class, and have no medical condition and/or known injury which would affect my participation (other than as disclosed in writing to the Company prior to booking my place and set out in paragraph 1).
3. I am aware of the inherent risks that come with my participation including risk of injury, aggravation of pre-existing injury or condition, adverse effect of over-exertion such as muscle strain, abnormal blood pressure, fainting and disorders of heartbeat. Except as stated in paragraph 13, I accept full responsibility for these risks and I agree that the Company, its employees and agents are released from any liability resulting from my injury suffered during or as a consequence of the Class.
4. I am required to follow all instructions from the Company, the instructor appointed by the Company to lead the Class ("the Dance Teacher") and any other employees of the Company. I understand that if I fail to comply with these instructions, the Company reserves the right to suspend my involvement in the Class and that I shall not be entitled to any refund of any amounts I have paid to the Company for participating in the Class or any other costs incurred by me as a result of my having to leave the Class.
5. It is solely my responsibility and decision as to whether I should choose lower impact movements if I feel high impact movements too challenging.
6. It is solely my responsibility and decision that I should stop participating in the Break at any time if I feel faint, dizzy, or have physical discomfort.
7. The Company and/or the Dance Teacher is not a licensed medical care provider and neither represents that it has any expertise in diagnosing, examining, or treating medical conditions and/or injuries of any kind, or in determining the effect of any specific exercise on a medical condition and/or injury.

8. I understand it is my personal responsibility and a condition of booking that I have satisfactory travel insurance in place that fully covers all my personal requirements including, but not limited to, pre-existing medical conditions, cancellation charges, medical expenses, and provisions relating to Infectious, Contagious & Notifiable Diseases, including respiratory infections such as Covid-19.
9. I will follow all directions provided by the Company, the Dance Teacher and any other employees, as well as any rules and guidelines that apply to the venue where the Break is held.
10. I understand that there is a risk of transmission of Infectious, Contagious & Notifiable Diseases (“Diseases”), including respiratory infections such as Covid-19, in any environment where people assemble in a space together. I understand that the Company shall operate in accordance with the HM Government issued Diseases guidance in effect at the time of the Break. The company will take such preventative measures as it, acting reasonably based upon current scientific knowledge regarding the spread of Diseases, deems appropriate but such preventative measures cannot guarantee that participants will not be exposed to or contract Diseases while participating. I accept full responsibility for these risks and I agree that the Company, its employees and agents are released from any liability resulting from my potential exposure to Diseases and/or contracting Diseases during or as a consequence of attending the Break and my participation in the Class.
11. If I have recently tested positive for Covid-19 or have experienced any potential symptoms of Covid-19, I understand if I test negative on the Friday of the break I am able to attend as planned, however face coverings are recommended as per Government guidance. However, if I test positive on the Friday, I will notify the Company immediately and not attend the Break. I am aware that cancellation in such circumstances will be treated as a cancellation by me and will be subject to cancellation losses as set out in the Booking Terms and Conditions.
12. I will indemnify the Company for all losses suffered by the Company as a result of my behaviour, negligence or failure to comply with the terms of this Acknowledgement Form and the Booking Terms and Conditions that apply to my booking.
13. The Company does not exclude or limit its liability for any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered during the Class which is caused by the Company’s negligence.
14. The laws of England and Wales are applicable to this Acknowledgement Form and I expressly submit to the exclusive jurisdiction of the Court of England and Wales. I understand that I may choose the law and jurisdiction of Scotland or Northern Ireland if I live in those places and if I wish to do so.

I confirm that I have read, understood and agree to the contents of this Acknowledgement Form and that I am 18 years of age or older.

NAME (Block capitals)	SIGNATURE	DATE