

2027 Hog Charge Declaration Form

TEAM No: _____ **TEAM NAME: _____**

WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE & INDEMNITY AGREEMENT

To be signed by all competitors, or on their behalf by their parent/guardian.

In consideration of being permitted to participate in the sport and activities of the Hog Charge, and having voluntarily elected to participate, I, as Participant and/or as parent/or guardian of the Participant who is a minor, (if applicable), covenant and agree:

1.1. I as the participant or as parent / guardian of the Participant have read and understand the Rules, Terms and Conditions of Participation (and have explained them to my minor Participant,) and will comply with them at all times. The Management and/or professional guides, at their sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management and/or professional guides also reserve the right to modify or cancel the Hog Charge due to unfavorable weather conditions or technical difficulties.

1.2. I comprehend and appreciate that there are foreseeable, unforeseeable, and inherent dangers and risks of harm involved in the Hog Charge sport and activities.

1.3. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does always exist.

1.4. I recognize that these risks and dangers include, but are not limited to, those arising from participating in an outdoor environment and exposed to the elements. I acknowledge that these risks may arise from the conditions and use of bicycles and related equipment.

1.5. I understand that these risks and dangers may be caused by my negligence or the negligence of others.

1.6. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of the applicable Hog Charge equipment and for the failure to warn of dangerous conditions existing during Hog Charge, for failure to maintain or inspect equipment supplied to me, for any negligent selection or retention of certain management or professional guides, or negligent supervision or instruction by management or professional guides.

1.7. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), knowingly and freely assume all such risks, both known and unknown.

1.8. I, (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS Peponi School, Brookside Dairy Limited, Gicheha Farm, East African Chains Ltd, Northlands Ltd, the Hog Charge officials and participants, the Rhino Ark and other organisations and representatives and agents, from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my Child's participation in the activities of the Hog Charge in general whether or not resulting from or caused by negligence by, of and/or on the part of Peponi School, Brookside Dairy Limited, Gicheha Farm, East African Chains Ltd, Northlands Ltd, the Hog Charge officials and participants, the Rhino Ark and other organisations and representatives and agents.

1.9. I shall defend, indemnify and save harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including Advocates fees, brought as a result of my Child's participation and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time by me on behalf of my minor Participant.

1.10. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release is intended to be as broad and inclusive as is permitted by the Kenyan laws and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

1.11. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), hereby *grant / do not grant* * (* **please delete one option**) permission for any images, in which I (or the Participant who is a minor) appear to be used for promotion or reporting of the Hog Charge Event.

I, as Participant, hereby and accordingly append my signature.

Participant's Name: _____

Participant's Signature: _____ Date: _____

I, as parent/guardian, hereby and accordingly append my signature on behalf of my child.

Parent's/Guardian's Name: _____

Parent's/Guardian's Signature: _____ Date: _____

Please ensure that the team leader sends ONE email to hogcharge@peponischool.org , with all the FOUR Individual Declaration Forms attached, signed and dated by each Participant / parent/ guardian, for each team member, with the Team Name and Team Number clearly indicated, before 4pm on 16th January 2027.