



LIABILITY WAIVER

Please read this document carefully. A signed copy must be returned prior to undertaking any Activity to Longleat Enterprises Limited ("**Longleat**") who are the owner and operator of Cheddar Gorge and Caves.

For the purposes of this "**Liability Waiver**", which when executed shall take effect as a binding contract between you and Longleat, the "**Activity**" means any or all of: cave diving, caving, cave digging, climbing, abseiling and/or any other related or ancillary activities being carried out on, under or from land belonging to Longleat (the "**Land**").

In consideration of being granted permission by Longleat to undertake the Activity on the Land, I, the undersigned _____ acknowledge and agree to the following conditions:

1 **ASSUMPTION OF RISK**

Undertaking the Activity involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, the actions or inactions of others, the condition of the Land, weather conditions existing at the time of the Activity, or the effect of previous weather conditions on the Land and any adjoining land. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved and I voluntarily choose to assume all risks involved in the Activity, both known and unknown.

2 **RELEASE FROM LIABILITY**

I, for myself and on behalf of my heirs, executors, administrators, estate, insurers, successors and assigns, hereby fully and forever release and discharge Longleat, its affiliates and any subsidiaries or any parent company and their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors, assigns, and insurers (collectively the "**Released Parties**") from and against any and all liability, claims, causes of action, costs, losses, damages or proceedings whatsoever arising out of or in connection with my participation in the Activity (save for my death or personal injury resulting from the negligence of the Released Parties) (together, the "**Released Claims**").

3 **INDEMNITY**

I agree to indemnify and keep indemnified the Released Parties against all costs and damages (including all legal expenses) incurred in all future actions, claims and proceedings in respect of any of the Released Claims which I or my heirs, executors, administrators, estate, insurers, successors or assigns may bring against any of the Released Parties.

4 **ACKNOWLEDGMENTS**

I accept that I will only undertake Activities in a manner which is as safe as reasonably possible and are within the scope of my physical abilities. I will take reasonable care to avoid dangerous situations and to look after both myself and other individuals who are present whilst I am undertaking any Activity (whether or not such individuals are also participating in such Activity). I confirm that I will use and wear all reasonable and necessary personal protective and other equipment (which I will provide) and confirm that the equipment which I shall use for the Activity is in good working order, properly maintained and suitable for the Activity. I acknowledge that the Activity requires a good level of skill, fitness and stamina, which I possess.

5 **INSURANCE**

I understand that Longleat does not provide me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in the Activity. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Activity. Further, I am not aware of any pre-existing medical conditions or injuries which would place me at risk through participation in the Activity.

6 **DISCOVERIES**

I hereby acknowledge and accept that any items found on, under or in the Land are and shall remain the property of Longleat and that I have no right to or interest in the discovery of any such item, or any new cave system or other feature of the Land whether or not known of by Longleat at the time this Liability Waiver is entered into.

7 **ASSIGNMENT**

I agree that Longleat may assign the rights granted to it in this Liability Waiver to any third party as it sees fit.

8 **WITHDRAWAL**

I acknowledge that Longleat may withdraw the permission granted to me to undertake the Activity on the Land at any time without notice and/or being required to give reason for such withdrawal, and that notwithstanding such withdrawal the remaining provisions of this waiver shall continue in full force and effect.

9 ENFORCEMENT

I agree that this Liability Waiver may be enforced by Longleat or any of the Released Parties.

10 VALIDITY

If any portion of this Liability Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Liability Waiver supersedes any oral or written statements made by or to me in connection with the Activity. I understand that I cannot terminate, cancel, or revoke this Liability Waiver for any reason.

11 GOVERNING LAW AND JURISDICTION

This Liability Waiver and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

I have read this Liability Waiver, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I enter into this Liability Waiver freely and voluntarily, without any inducement or coercion.

I certify that I am 18 or over

Signed By: _____

Name: _____

Date: _____

