

## TANK DRIVING IRELAND/TANK.IE

### PARTICIPATION AGREEMENT AND DISCLAIMER

Must be completed and signed by each person aged 18 or over that is participating in an activity run by Tank Driving Ireland and/or Tank.ie. (WE refers to Tank Driving Ireland / Tank.ie. YOU refers to you as the individual.)

PLEASE READ THIS DOCUMENT IN FULL BEFORE YOU SIGN AND AGREE TO IT. IF YOU REQUIRE CLARIFICATION OF ANY POINTS PLEASE ASK A MEMBER OF STAFF. THE SITE MANAGER ULTIMATELY RESERVES THE RIGHT TO ALLOW OR DENY PERMISSION TO ENTER THE SITE AND PARTICIPATE DUE TO HEALTH AND SAFETY.

THE MINIMUM DRIVER HEIGHT REQUIREMENT IS 5FT (1.5M), HOWEVER YOU MUST ALSO SATISFY YOUR INSTRUCTOR THAT YOU ARE PHYSICALLY CAPABLE OF MANAGING THE VEHICLE CONTROLS.

YOU SHOULD NOT PARTICIPATE IN OUR ACTIVITIES IF YOU KNOWINGLY SUFFER FROM ANY MEDICAL CONDITION/S THAT MAY AFFECT YOU DURING THE ACTIVITY, OR AFTERWARDS DUE TO HAVING PARTICIPATED IN THE ACTIVITY. SUCH CONDITIONS INCLUDE BUT ARE NOT LIMITED TO BACK, NECK OR HEART PROBLEMS, EPILEPSY, ASTHMA, DIABETES AND PREGNANCY.

1. You confirm that you are aged 18 or over and have authority to sign this form on your own behalf and participate in the activities without the consent of a parent or guardian.
2. You confirm that you are in good physical health and do not knowingly suffer from any medical conditions that affect your ability to participate in the activities.
3. You confirm that if you have any medical condition/s or are taking any medication that may affect your ability to participate safely, that you have consulted a medical expert for advice and been cleared by them to participate in our activities prior to attending.
4. If we discover during your session that you have not told us of any pre-existing medical condition/s you suffer from that could potentially affect you during or afterwards due to having participated in one of our activities. For health and safety reasons we reserve the right to terminate your activity immediately and without compensation.
5. You understand that our activities including tank driving and the game of paintball cause considerable physical and mental exertion on the body and you declare that you have no pre-existing medical condition that may cause you to become unwell through participating in this activity.
6. Due to the inherent nature of the activity you understand that you may sustain associated minor injuries, helmets must be worn as instructed.
7. You understand that while every reasonable attempt will be made to deliver all the activity sessions, we reserve the right to modify, cancel or reschedule any session due to extreme weather, safety requirements, technical problems or key factors beyond our control.
8. You agree that if you do not understand any safety briefings or instructions given, that you will ask the person giving them to clarify them with you to your satisfactory understanding before proceeding to participate in the activity.
9. You agree to comply with the instructions and directions given to you by members of staff at all times when you are on site and/or participating in an activity.
10. You understand that the site is often wet and muddy, and that Tank Driving Ireland will not be held liable for any damage sustained to any personal items or clothing. (This includes photo/video/electronic equipment.)
11. You understand that there are various hazards around our site and in the activity zones that pose a risk to you. These include but are not limited to rocks, slippery surfaces, fallen trees and branches, moving vehicles that may be sharp and pose a hazard.
12. You agree not to run, jump around, or engage in dangerous horseplay whilst on site.
13. You agree not to sit, climb on, or stand up on any vehicle, tank or facility without the instruction or expressed permission of a member of staff.
14. You agree not to access any vehicles, the track, or the zones without the instruction or expressed permission of a member of staff.
15. You agree to wear your full Personal Protective Equipment (PPE) such as your helmet, overalls, goggles and gloves (if provided) at all times to ensure your safety.
16. You agree to assume all risks, hazards and dangers inherent in the activities and to look after your own safety at all times.
17. You are not under the influence of alcohol or drugs and if found to be so, you understand that you will be immediately asked to leave the premises without compensation for your activity being cut short.
18. You are not taking and under the influence of any medication that affects your ability to safely participate in an activity or control a vehicle.
19. At the staff members discretion, if you are wearing or removing any hearing or visual aids such as glasses and contact lenses that affect you wearing and using the provided safety clothing, equipment and vehicles, you agree that you are still safe and comfortable to participate and take full responsibility for any injury sustained from wearing these items on our site.

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20. If at any point during the activity you feel uncomfortable or unwell. You agree to immediately inform a member of staff and remove yourself to a safe area where you will discontinue participating in the activity. You will not be eligible for compensation for having your activity cut short.
21. You will inform your instructor if you require to leave your group at any time.
22. In the event of any emergency you agree to comply with the safety briefings given by your instructor or marshal.
23. You agree not to act in any way that is disorderly, of a rude or indecent manner, violent, or that causes or presents offence, distress, risk, hazard or danger to yourself or anyone else on site, including instructors, marshals, and other customers, guests and participants.
24. You agree not to intently act in a negligent, careless or malicious manner that may cause damage to the facilities, vehicles or equipment belonging to Tank Driving Ireland and that if you do cause damage or loss to the company, you agree to be held liable to immediately cover the costs incurred to repair or replace these.
25. If for any reason you are informed that your actions pose a risk to yourself, other participants, and/or the equipment and facilities, you understand that you may be asked to leave the site and you agree to comply with the request. You also understand that in such circumstances you will not be compensated for your activity being cut short.
26. We operate a 3 strike warning policy subject to our instructors' discretion. If you are still deemed to be performing in an unsafe manner after 2 warnings, your 3rd notification will result in your activity being terminated without compensation.
27. You agree to check all equipment as it issued to you for damage or breakage. You must immediately inform a member of staff if there is a problem with your equipment so that you are not held liable.
28. You agree to return all clothing and equipment on loan to you at the end of your activity. Any damages or losses will be charged for and must be paid in full before you leave our site.
29. We will not be held liable to any 3rd party for damage or distress caused by your personal actions and/or negligence.
30. If you are provided with a weapon such as a paintball gun, you agree to use it only in the safe manner instructed to you by a member of staff, and in no way that may pose a risk to yourself or any other person on site.
31. You agree that the staff and ultimately the site manager have discretion at all times.
32. You agree that you are fully aware of the details of the activity/activities in which you will participate and have had the adequate opportunity to ask any questions and gain any clarification necessary to allow you to decide whether or not to participate.
33. You understand that any personal items left in the cabin, are left entirely at your own risk.
34. You agree not to hold Tank Driving Ireland liable for any loss, damage or expense resulting from an act of god or any unforeseen circumstances outside of our control.
35. You agree to release and forever discharge Tank Driving Ireland, it's agents, contractors and employees, successors and assigns from all manner of actions, causes of action, debts, contracts, claims and demands whatsoever that you have now, shall or may have for or by reason of any cause, matter or thing, including negligence on the part of Tank Driving Ireland, it's agents, contractors and employees.
36. You agree not to make any claim against any person or corporation who might claim contribution or indemnity against Tank Driving Ireland, it's agents or employees.
37. You may not smoke on our premises. Especially in the vicinity of vehicles.
38. You may not under any circumstances remove pyrotechnics such as smoke grenades, or ammunition of any sort from our site. Any such unused items must be returned to us at the end of your session.
39. You consent to us using any and all photographs, video and or/movies in which you may appear, for publicity, promotion and advertising without remuneration.
40. You understand all the points within this document, and have asked for and received satisfactory clarification of anymatter that you did not previously understand.

**I HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS OUTLINED ABOVE.**

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Any Medical Conditions:(If Applicable)

\_\_\_\_\_

Contact Mobile: \_\_\_\_\_

Signed: (nominated)

\_\_\_\_\_

Date Signed:

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You may agree to accept responsibility for enforcing these terms and conditions over up to 4 accompanying and/or participating persons including minors in your party - please provide details below

**ACCOMPANYING PERSONS**

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