



## **PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT WITH ECCA ADVENTURES FZE (the "Agreement")**

WHEREAS, ECC ADVENTURES FZE is a company duly registered at Creative City, Fujairah under license number 16576/2020 having its address at Creative Tower P.O. Box 4422 Fujairah (the "Company" or "ECCA").

NOW THEREFORE, in consideration of participating with the services of the Company their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I, the undersigned, hereby agree to comply with the terms contained in Agreement:

1. **ACTIVITIES AND ASSOCIATED RISKS:** I, the undersigned, have chosen to voluntarily participate in possible activities which may be considered strenuous, both physically and emotionally. They may occur on lands or property open to the public. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the event. Physical activities include, but are not limited to such "HAZARDOUS ACTIVITIES" as, walking, running, hiking, trekking, canyoning, climbing, cycling, and other related mountainous activities (the "Activities"); Risks from physical activities may include, but are not limited to, among other things: overexertion, emotional distress, the use of climbing ropes and equipment (with possible failure of said equipment), injuries due to lack of fitness or conditioning, acute mountain sickness, hypothermia, instructor misjudgment or negligence, as well as other unforeseen health risks. Environmental hazards include falling and rolling rocks, foot travel on uneven and possibly rugged terrain, weather that can become extreme without notice, flashfloods, lightning, as well as hostile, venomous, or disease-carrying wildlife or insects. Injuries from these hazards may include, but are not limited to, communicable disease exposure, allergen exposure, wounds, head injuries, sprains, strains or fractures, hypothermia, sunburn, heat illness, or drowning. ECCA assumes no responsibility for providing medical care during the Activities and I will hereby undertake to pay any and all costs for any medical care and/or evacuation or for any damages caused by said person to public property during the Activity.

2. **ASSUMPTION OF THE RISKS:** I the undersigned hereby freely assume the above-mentioned inherent risks and any other inherent or non-inherent risks that may cause harm, injury, illness, disability, death, or other loss to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities. I also understand that any equipment that I provide or borrow from ECCA or any other related partner provider, shall be used at my own risk and that any such equipment is provided "AS IS" without any warranty about its condition or suitability.

3. **RELEASE OF LIABILITY:** I the undersigned hereby irrevocably release and agree not to sue ECCA, their contractors, the providers of any equipment used in the Activities, municipal or governmental providers of use permits, and their respective employees, officers, trustees, agents, affiliates and directors (the "Released Parties") any and all claims liabilities, causes of action, claims, and demands, damages, or obligations of every kind and nature, whether they are known or unknown, arising in any way from any injury, illness, death, loss, or harm that occurs to me, to any other person or to any property during the Activities, or in any way related to the Activities, or

17 November 2023



during any free time, including transportation to or from the Activities. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous "HAZARDOUS ACTIVITIES". This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that UAE law does not permit to be released by agreement.

4. INDEMNIFICATION TO HOLD HARMLESS AND DEFEND: I the undersigned hereby promise to indemnify, hold harmless, and defend the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to indemnify, hold harmless, and defend the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I shall and will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

5. COVID-19 RELEASE OF LIABILITY: I the undersigned hereby acknowledge the contagious nature of the Coronavirus/COVID-19 and that the Ministry of Health and many other public health authorities still recommend practicing social distancing. I further acknowledge that ECCA has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19, but still cannot guarantee that I will not become exposed to or infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, subcontractors, volunteers, and other clients and their families. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I the undersigned hereby attest that: I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, have not traveled internationally within the last 14 days without informing ECCA staff members (especially to areas of high impact), do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by local public health authorities, and am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

6. SUPERVISION and AGREEMENT TO FOLLOW DIRECTIONS: ECCA is not responsible for participants, including minors, before and after the activity (per stated beginning and ending dates and times). I hereby accept the risks that may arise from unsupervised free time during non-guided periods. I agree to follow the guides for the Activities provided to me and to follow directions given to me by the guide leaders of the Activities, and relieve them of any and all legal responsibility(ies) if I fail to listen to instructions. ECCA staff may also from time to time provide assistance or even accompany participants during free time activities or after the activity, but in doing so, they are acting as private individuals, and ECCA is not directly or indirectly responsible for their conduct.



7. INDEPENDENT CONTRACTORS: I the undersigned hereby acknowledge that ECCA do not control the actions and policies of their partner vendors or contractors and thus neither assumes responsibility for the actions of the other and/or any independent contractors providing any services for the Activities.

8. SEVERABILITY: I the undersigned hereby agree that the purpose of this Agreement is that it shall be an enforceable Agreement with a RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by the applicable UAE laws. I agree that in the event any portion or provision of this Agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by the applicable laws to carry out the purpose of the Agreement.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This Agreement is governed by and shall be construed in accordance with the laws of the UAE as applicable in the Emirate of Fujairah, without any reference to its choice of law rules. Any dispute arising out or in connection to this Agreement or in any way associated with the Activities shall be of the competence of the Courts of Dubai, UAE.

### **ECC Adventures FZE Medical Information Form**

Name: Nayomi Gunarathna

Address: 1902, Art Heights, Barsha Heights

Date of Birth:

Age:

Phone Number: +971 52 338 9226

Email Address: nayomii.g@gmail.com

Emergency Contact Person/Number: Phil  
Payne - +971 58 8301987

Do you have any medical conditions (such as heart conditions, asthma, musculoskeletal injuries, pregnancy, etc.) that either need to be monitored or could be an issue during the activity?

Yes, I do have current or prior medical issues that include

I have medication that I will need to take with me along the trip:

No I do not have any medical issues that ECCA and its guides have to keep note of

### **MEDIA RELEASE DECLARATION**

I do hereby consent and agree that ECC has the right to take photographs or videos of the activity to use in any and all media, exclusively for the purpose of further promoting the activity

I do hereby consent and agree that I will not lodge a legal complaint for distribution of my likeness from activities or its usage in art, publications or other business-related reasons

I further consent that my/their identity may be revealed therein. I do hereby release to ECC all

17 November 2023



rights to exhibit this work in print and electronic form publicly or privately  
I understand that there will be no financial or other remuneration for the above named

I have read and acknowledge the ECCA media release declaration.

Yes, I consent to allow ECCA to use my photographs in future usages  No I do not agree to consent to allow ECCA to use my photographs in any form - and will actively avoid participating in any group event photographs and will notify of accidental usage in the future

Yes, I would like this waiver to cover me for the duration of the 2023-2024 hiking season - June 30, 2024

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

Printed Name: Nayomi Gunarathna      Date: 2023-11-17

Signature:

Is the participant under 18 years of age

YES  NO

(signature of parent or responsible adult will then also be required)

In consideration of the minor child being permitted (below 18 years of age) to participate in the Activities, I accept and agree to the full contents of this Agreement for myself and on behalf of the minor child. I hereby certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activities. I agree, in addition to the language above, the RELEASE, HOLD HARMLESS, and INDEMNITY provisions (defined in Sections 3 and 4) apply to any claims brought by or on behalf of the minor child and to any claims that result from the minor child's acts or omissions. This includes any claim arising from the negligence of the Released Parties. I understand that nothing in this Agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that UAE law does not permit to be released by agreement.

Date:

17 November 2023



Parent/Responsible Adult Signature

