



GYM OF THE YEAR APPLICATION FORM



GYM OWNER NAME:

NAME OF GYM:

ADDRESS:

POSTCODE:

TEL/MOB: EMAIL:

ATHLETE 1 NAME: ATHLETE 2 NAME:

SEX: M F

SEX: M F

T-SHIRT SIZE (S-XXL):

T-SHIRT SIZE (S-XXL):

D.O.B*: AGE:

D.O.B*: AGE:

**Must be 18 or over to apply for Gym of the Year*

HOUSE NO: POSTCODE:

HOUSE NO: POSTCODE:

TEL/MOB:

TEL/MOB:

E-MAIL:

E-MAIL:

EMERGENCY CONTACT NAME/S:

EMERGENCY CONTACT NUMBER/S:

A1 SIGNATURE DATE:

A2 SIGNATURE DATE:

In signing this form, I agree to abide by rules as laid down by Dover Dominator and for the meeting.

I have read and understood the waiver (pages 2-3) and must sign before being allowed to compete and that I am responsible for ensuring I am fit and healthy to compete.

The athletes race numbers and times will be sent to the athletes and you via email 5 days before the event. If you haven't heard anything within 2 days of the event, please check your junk folder and contact us on the below email or phone number. Please make sure to arrive an hour before your start time and have a form of Photo ID.

You can pay by cheque payable to "RK Signs Ltd" / BACS transfer / Credit/Debit Card.

*If paying by BACS, account name is "RK Signs Ltd", sort code **30-93-34**, account no. **03253232**.*

*Please quote reference "**DovDom24**" and your gym name and post code provided above. If paying by Credit/Debit Card call **01304 821000**.*

**Return form to: Event Organsier, Dover Dominator
c/o R K Graphics Ltd, Graphic House, Honeywood Road, Whitfield, Dover, Kent CT16 3EH.
or Email: info@doverdominator.co.uk / FAO: Event Organiser Dover Dominator**

OFFICE USE ONLY	RACE ENTRY	£150.00	AMOUNT PAID:	TICK <input type="checkbox"/>
	CANCELLATION NOTICE <i>If cancelling anytime before 22nd June 2024 13:00, you will be given a 25% (£37.50) refund. No refund after 22nd June 2024 13:00.</i>			

PARTICIPANTS AND PARENTS/GUARDIANS OF MINORS: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND MAY AFFECT YOUR LEGAL RIGHTS AND MAY LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

MINORS AGED 16 OR 17: YOU MAY ONLY PARTICIPATE IN THE DOVER DOMINATOR EVENT IF YOU ARE ACCOMPANIED BY YOUR PARENT OR LEGAL GUARDIAN / AN ADULT AGED 18 OR OVER AND YOUR PARENT OR LEGAL GUARDIAN'S HAS ACCEPTED THE TERMS OF THIS AGREEMENT.

PARENTS/LEGAL GUARDIANS: IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY SIGNING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN THE DOVER DOMINATOR EVENT UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.

Definitions and Interpretation

"Dover Dominator" hereafter will be referred to as 'DD';

"Agreement" means this Assumption of Risk, Limitation of Liability and Indemnity Agreement for Participants Aged 16 or Over;

"Claim(s)" means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses;

"I / me / my / Participant" is you, who will be a participant, and, if applicable the Parent/Guardian in the DD event and who is either aged 18 or over or is a Minor, and who has accepted the terms this Agreement below;

"Inherent Risks" are described below in the paragraph headed "Assumption of Inherent Risks";

"Minor" means the Participant in the DD event who has accepted the terms of this Agreement and who is aged 16 or 17 on the date of their assent to this Agreement;

"Parent/Guardian" means the Minor's parent or legal guardian who has accepted the terms of this Agreement and is named below;

"Released Parties" are together DD and its affiliates and its and their respective directors, organisers, officers, employees, agents, contractors, insurers, equipment suppliers, spectators, other participants and volunteers; the VENUE OWNER and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all DD event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing;

"Releasing Parties" are together my and Parent/Guardian's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against DD or the Released Parties on my behalf;

"Rules" means all of the rules contained in this Agreement together with all of the health and safety, course and access rules and regulations provided to me or posted at the Venue (as displayed on the date that I accepted the terms of this Agreement);

"DD event" is the Dover Dominator event that is taking place at the Venue further described below in the paragraph headed "Assumption of Inherent Risks";

"DD" an event organised by RK Graphics Limited, a private limited company whose registered company number is 02441894 and whose registered office is at Graphic House, Honeywood Road, Whitfield CT16 3EH and "Venue" means the property on which the Dover Dominator Event is held.

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Assumption of Inherent Risks

The Dover Dominator event is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is a race against other contestants, but also a competition with oneself and the course. The object is to complete the course and be the Top 4 to enter the next stage of the event or enter the Eliminator to have a chance to enter the next stage of DD. The Venue is part of the challenge and the DD event will usually be held in environments that might include extreme heat or cold, snow, gravel paths and/or mud. Some of the activities include runs, heavy lifting and military based exercises and traversing gravel paths. In summary, the DD event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the DD event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the DD event) regardless of the care, measures and precautions taken by DD and are further described below ("Inherent Risks"). I also understand that the DD event is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I understand that these hazards may

be magnified due to the fact that the DD event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the Inherent Risks include, but are not limited to: 1) my contact or collision with other persons or objects (e.g., with spectators or course personnel, other participants, motor vehicles, machinery, or natural or man-made fixed objects or obstacles); 2) my encounter with DD event obstacles (e.g., natural and man-made hazards, road and surface obstacles); 3) extremely challenging course conditions; 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event; 6) erratic or inappropriate behaviour by other participants and/or spectators; and 7) natural hazards (e.g., uneven terrain, trees, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants). DD will use reasonable care and skill to run the DD event and provide a Venue that is fit and suitable for the DD event taking into account the nature of the Inherent Risks.

I further understand and acknowledge that any of the Inherent Risks and other risks, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, cuts, grazes, abrasions, sprains, strains, muscle tension and soreness, dizziness, fainting, nausea, sunburn and electrolyte imbalance. Serious injuries are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, fractures, dislocations, torn ligaments and tendons, exposure, dehydration, heat exhaustion and other heat-related illnesses, hyperthermia, hypothermia, mental stress or exhaustion, infection, vomiting, microbial organism causing illness or disease, concussion, loss of consciousness, seizures, and/or injury and neurological disorders/pain. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to: permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, brain swelling, and even death.

I understand that it is my responsibility to consult with my doctor ("GP") prior to participating in the DD event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I believe or become aware that any aspects of the DD event course, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate DD and/or Venue personnel. I and Parent/Guardian accept that I am fully and solely responsible for the condition and adequacy of all of my own equipment that I bring to the Venue.

COVID-19 Risk

By signing this Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus" or "COVID-19") and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that (i) my, and if applicable, my Ward's attendance and/or participation in the Event involves the inherent risk of exposure to the novel coronavirus, and (ii) the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other Participants or any Releasee.

I knowingly and voluntarily agree to comply with and adhere to all necessary and required COVID-19-related safety and risk mitigation practices during my attendance and participation in the Event, whether communicated verbally or in writing. Such practices may include, but are not limited to: (i) recognised social distancing practices; (ii) wearing a proper face mask; (iii) washing hands and/or using hand sanitiser frequently and avoiding touching of the face, and (iv) complying with other applicable governmental regulations. I acknowledge and agree that my, or my Ward's, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other Participants and the Releasee parties at the Event. I voluntarily and knowingly assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices. Further, notwithstanding the foregoing, I agree that I, on behalf of myself or my Ward, will neither attend nor participate in an Event if I or my Ward have, in the past 14 days: (i) been tested for or have a suspected or confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (iii) been exposed to or in close contact with a person known to have COVID-19 (or any known symptoms thereof).

I understand fully the Inherent Risks and COVID-19 Risks involved in the DD event and I assert that I am willingly and voluntarily participating in the DD event and Parent/Guardian asserts that he/she is willingly and voluntarily permitting his/her Minor's participation in the DD event. I have read the preceding paragraphs and acknowledge that: 1) I understand the nature of the DD event; 2) I understand the demands of the activities at the DD event relative to my physical condition; 3) I appreciate the potential impact of the types of injuries that may result from my participation in the DD event; 4) I hereby confirm that I knowingly assume all of the Inherent Risks of the DD event; and 5) I understand that DD recommends that I check that I have health insurance to cover any injuries I may suffer as a result of participating in the DD event.

Limitation of Liability

I and Parent/Guardian hereby forever waive, release, covenant not to Claim, and discharge the Dover Dominator organisers, their representatives and the other Released Parties from any and all Claims arising out of my participation in the DD event:

1) resulting from the Inherent Risks e.g. for personal injury (including death) including injury caused during practice runs, the DD event, and while at the Venue location (including, but not limited to the base area, stands, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or 2) resulting from damage to, loss of, or theft of my property during the DD event;

EXCEPT THAT nothing in this Agreement shall limit or exclude either DD or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (v) or any liability that cannot be excluded under applicable law.

Indemnity: I hereby agree to reimburse DD and the other Released Parties in respect of: 1) any and all Claims made by any Releasing Party arising out of my participation in the DD event resulting from the Inherent Risks e.g., for personal injury, including death, (including injury caused during practice runs and while at the Venue) and/or from damage to, loss of, or theft of my property during the DD event; and 2) any and all Claims of other participants, rescuers, and others arising from my failure to comply with the Rules and/or my reckless conduct in the course of my participation in the DD event;

EXCEPT FOR Claims arising from either DD or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (i) or any liability that cannot be excluded under applicable law.

The Limitation of Liability and Indemnity provisions in this Agreement shall survive the end of the DD event.

Venue and Jurisdiction: I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of England and Wales and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement: This Agreement supersedes any and all previous oral or written promises or agreements. I and Parent/Guardian each understand that this is the entire Agreement between me and DD relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of DD. I and Parent/Guardian each agree that this Agreement may only be amended by a written document duly executed by DD and I on giving me at least 30 days written notice prior to the date of the DD event. If I do not agree to the amended terms of this Agreement I must let DD know in writing at least 7 days before the date of the DD event ("Refusal") and I acknowledge that I shall not be permitted to take part in the DD event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I do not send DD a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

Agreements for the Protection of Participants

I confirm that I am in good health and in proper physical condition to safely participate in the DD event. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the DD event, or that would result in my participation creating a risk of danger to myself or to others.

I acknowledge that DD recommends and encourages that I obtain medical clearance from my GP prior to my participation in the DD event. I confirm that I have not been cautioned against me participating in the DD event by any medical practitioner.

I understand it is my responsibility to continuously monitor my own physical and mental condition during the DD event, and I agree to withdraw immediately and to notify appropriate DD personnel if my continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate DD personnel and emergency medical personnel at the DD event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I authorise DD to secure emergency medical care or transportation for me when deemed necessary by DD.

I acknowledge that DD has instituted its rules for the protection of everyone attending the DD event including its participants. I agree to familiarise myself with all Rules and to follow them throughout the DD event. Parent/Guardian agrees to also familiarise his / herself with the Rules and ensure that the Minor is familiar with such Rules and will follow them throughout the DD event. I agree that DD may stop or prevent my participation in the DD event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers me or any other person present at the DD event.

Removal from DD event or Venue: I acknowledge that DD personnel and/or Venue personnel may prohibit or stop anyone from taking part in the DD event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable Rules, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

SUA Operations: I hereby elect to participate with the SUA (Small Unmanned Aircraft) flight operations. I understand the low risk inherent in the SUA flight operations.

Alcohol & Drugs: I agree to ensure that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course or at the base area at the DD event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the DD event. I agree to take full responsibility for any alcohol that I consume at the DD event.

Data Protection and Marketing: I agree that: 1) in the case of an emergency DD and/or Venue personnel may use the emergency contact details I provided when I registered for the DD event; 2) should I receive medical assistance at the DD event, data collected on an accident form may be held on DD's database and shall be handled in accordance with the terms of the Data Protection Act 1998 (as amended from time to time) and 3) DD may share any data I provide to it, including personal data collected from me by registering online and Parent/Guardian's name, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with the DD event (even where the country or territory in question is not identified as one that maintains adequate data protection standards). By giving DD my personal information, I expressly consent to DD's collection, use and disclosure of my personal information.

Specific Rules: I acknowledge and agree that on the day of the DD event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any non-service animals to the Venue; 3) I shall not use any non-medically necessary wheeled equipment during my participation in the race at the DD event; and 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the DD event by DD, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of DD and/or the Relevant Other Parties (as applicable). I acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited, disseminated, adapted, modified, copied, used and/or exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising and marketing DD and events held by DD, without prior notice or compensation. I further understand that DD and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of me. I also grant DD the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing DD and events held by DD without prior notice or compensation.

Rules: I and Parent/Guardian agree that my participation in the DD event is subject to my compliance with: 1) the terms of this Agreement; 2) the Rules; 3) all directions, instructions and decisions of DD and Venue Personnel on the day of the DD event.

Age: I and Parent/Guardian confirm that I am aged 16 or over on the date that I am accepting the terms of this Agreement.

Participant's Agreement Acknowledgment of Understanding: I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am accepting the terms of this Agreement freely and voluntarily.

IF THE PARTICIPANT IS A MINOR (I.E. AGED 16 OR 17 ON THE DATE THEY ACCEPT THE TERMS OF THIS AGREEMENT) THEN THEIR PARENT OR GUARDIAN MUST ALSO ACCEPT THE TERMS OF THIS AGREEMENT.

Parent/Guardian's Agreement and Acknowledgment of Understanding: I confirm that I am the parent or legal guardian of the above named participating Minor and that I have read this Agreement and fully understand its terms. I understand that by assenting to the terms of this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am accepting the terms of this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor if the Minor is participating in the DD event.