

Dear Sir/Madam,

Re: Waiver of Liability Agreement

The Hong Kong Flying Disc Federation Limited (“HKFDF”) is pleased that you/your child has expressed interest to participate in learning and playing the sport of ultimate with HKFDF.

Whilst safety is our utmost concern for you/your child, you must understand that ultimate, like any other sport, is an activity that bears the inherent risk of injury and loss. In light of the above, we require parent and/or legal guardian of all interested participants to sign a Waiver of Liability Agreement (enclosed below) to acknowledge and agree that they shall waive any and all such rights to pursue on behalf of the interested participant any liability claims demands against HKFDF in the event such interested participant is injured or suffers any form of loss or damage in the course of ultimate trainings and activities (“Claim”) and indemnify HKFDF of the same should such interested participant make any Claim against HKFDF when they become of age.

Yours faithfully,

Flying Disc Federation of Hong Kong, China

WAIVER OF LIABILITY AGREEMENT

(“the Agreement”)

Please read and complete the Agreement carefully and fully. The Hong Kong Flying Disc Federation Limited (“HKFDF”, and for the purposes of the Agreement, this definition includes its directors, officers, and/or representatives, including any coaches appointed by HKFDF) will not accept participants under the age of 18 years whose parent/legal guardian has not signed this waiver of liability agreement.

Assumption of risks

By signing the Agreement, I understand the sport of ultimate that my child will be taking part in has inherent risks of injury and danger. I understand that it holds the risk, however small, of serious injury and possibly even death. I realize that it is my responsibility to notify HKFDF of any medical conditions my child may have, and on the basis of this information, HKFDF may refuse to permit my child to participate in ultimate activities. HKFDF reserves the right to refuse participation to any participants who it believes to be in any way not fit or proper to participate in any particular HKFDF organized activity.

I am aware of the risks, dangers and hazards associated with ultimate and I freely accept and fully assume all such risks, dangers and hazards and waive any claims on behalf of my child of personal injury, disability, sickness, death, property damage and/or loss resulting in, or in any way connected with my child’s participation at HKFDF organized activity (“Claim”). I further agree to indemnify HKFDF should my child make a Claim against HKFDF when my child becomes of age.

In consideration of HKFDF allowing my child to participate at any HKFDF organized activities, I hereby agree as follows:

1. To assume full responsibility and to waive any and all claims that I, on behalf of my child, have or may have in the future against HKFDF arising out of or in connection with my child's participation in any HKFDF organized activity.
2. To release HKFDF from all liability for loss, damage, expense or injury including sickness and death that my child may suffer as a result of my child's participation in any HKFDF organized activity due to any cause whatsoever.
3. To hold harmless and to indemnify HKFDF from any and all demands and claims which my child may have in the future against HKFDF arising out of or in connection with my child's participation in any HKFDF organized activity.
4. To hold harmless and to indemnify HKFDF from all such liabilities for any personal injury, disability, sickness, death, property damage and/or loss to any third party resulting in, or in any way connected with my child's participation in any HKFDF organized activity.
5. To assume full responsibility and to waive all claims against HKFDF because of any unforeseen circumstances that may affect and/or limit my child's participation at any HKFDF organized activity. Considering the recent COVID-19 pandemic, such unforeseen circumstances include but is not limited to any losses or damages sustained from any quarantine measures, flight and accommodation cancellations or delays and diseases.
6. To assume full responsibility and to waive any and all claims against HKFDF should HKFDF on its own discretion decides not to participate at any HKFDF organized activity due to risks associated with the COVID-19 pandemic, any travel restrictions or regulations, and/or public health concerns imposed by governmental authorities.
7. That I have taken out sufficient medical or travel insurance to cover any potential medical expenses for injuries sustained during any HKFDF organized activity by my child, including long-term hospitalization or permanent incapacitation. I agree and acknowledge that any injuries sustained during any HKFDF organized activity may result in significant financial loss through hospitalization, long-term

medical bills, or being unable to work. If I choose not to obtain personal liability insurance against such losses it is at my child's own risk;

8. That no drug use, drinking of alcoholic beverages, dangerous or criminal activities and/or inappropriate activities will be allowed during my child's participation at any HKFDF organized activity;
9. That this agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my/my child's death;
10. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong");
11. The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

I confirm that I have read and understood the Agreement prior to signing it, and I have every right to seek independent legal advice on the same. I am aware that by signing the Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against HKFDF.

EXECUTION PAGE

Name of Parent/guardian:

Signed by Parent/guardian:

Name of child:

Date:

For Official Use Only

**Signed for and on behalf of
HKFDF:**

Name:

Position:

Date:
