

## **Discovery Mast Climb Participation Agreement: Zone Events Limited (CN: SC595805) (Zone Events)**

These are the Zone Events terms and conditions for the Discovery Mast Climb. The Discovery Mast Climb is an aerial adventure course (**Course**) located at Discovery Point, Riverside Dr, Dundee DD1 4XA (**Location**). The course is owned by Dundee Heritage Enterprises Ltd and operated exclusively by Zone Events. It is important that you read and understand these terms and conditions before signing. If there is a term that you do not understand please ask for further information. Registration is non-transferable and you confirm that you are the participant(s) for which personal details are provided below and will not give your place to anyone else, pretend to be anyone else or swap any participant identification methods that may be used by Zone Events at any time.

### **1 Nature of the Discovery Mast Climb and Associated Risks**

- 1.1 The Discovery Mast Climb is a fully guided, high-level adventure on the historic RSS Discovery. Participants will physically climb the ship's foremast via Ratlines (rope ladders) with the option to climb up to 25m high, traverse along a horizontal yardarm and descend via a controlled cable lower (slow controlled zipline) back to the dockside. The Discovery Mast Climb is mentally and physically challenging with high levels of height exposure, a requirement to climb up steep rope ladders and move around on the mast structure and rigging. The Discovery Mast Climb may be held in adverse weather conditions such as snow, wind, ice, fog, humidity and rain.
- 1.2 Participation in the Discovery Mast Climb may expose you to potential dangers and risks and this type of activity may cause injuries that include but are not limited to: bruises, abrasions, strains, muscle tension, dizziness, psychological stress, sprain, broken bones, dislocations and, although we consider it highly unlikely, there is a possibility of death. Some of the risks associated with the Discovery Mast Climb are inherent. These are risks that cannot be eliminated completely (without changing the challenging nature of the Discovery Mast Climb) regardless of the care, measures and precautions taken by Zone Events. By taking part, you knowingly assume these risks. Other risks can be mitigated by you by ensuring that you and anyone under your supervision follows the **Safety Rules** and any instructions given to you (or them) by Zone Events personnel.

### **2 Safety Rules**

- 2.1 Zone Events has instituted its Safety Rules for the protection of everyone attending the Discovery Mast Climb including participants. You will ensure that you and any participant under your supervision follows the Safety Rules and any instructions given.
- 2.2 You acknowledge, understand and agree that you must:
  - be over 12 years old (Noting that for ages 12 – 17 the parent/guardian, must be present at the activity location at all times);
  - be at least 140cm tall;
  - weigh less than 120kg;
  - have a head circumference no larger than 48-61cm;
  - not wear any necklaces, chains or loose jewellery;
  - wear sensible footwear fastened securely (no high heels, slippers or loose fitting shoes will be permitted);
  - wear appropriate clothing which must include long sleeves and trousers (no hoodies or shorts);
  - tie up your hair (if long enough to do so);
  - ensure glasses and eyewear have a banded strap and are securely attached and cannot fall off, otherwise they must be removed;
  - not adjust or remove the harness or helmet once fitted;
  - not carry your phone or any loose items (noting that you are responsible for your personal belongings during the Discovery Mast Climb and there is a small bag drop within the Discovery Point building);
  - act responsibly and courteously at all times;
  - listen carefully and follow instructions from instructors at all times;
  - use all equipment provided to you in accordance with the instructions provided;
  - not smoke or vape;
  - not be under the influence of alcohol or non-prescription drugs (or any other drugs that might hinder participation); and
  - have no known or knowable medical conditions (e.g. pregnancy) that would affect your ability to safely participate in the Discovery Mast Climb, or that would result in a risk of danger to yourself or to others. It is your responsibility to monitor your physical and mental health on the lead up to and during the Discovery Mast Climb. If you have any doubts about your physical fitness or health, it is your responsibility to consult with a qualified medical professional before taking part.
- 2.3 If you fail to adhere to these Safety Rules, participation in the Discovery Mast Climb may be denied without any liability to you by Zone Events, including to pay any refund or compensation if you are not permitted to, or choose not to participate in the Discovery Mast Climb, for any reason.
- 2.4 Zone Events will use reasonable care and skill to run the Discovery Mast Climb taking into account the nature of the Discovery Mast Climbs and associated risks.

### **3 Our liability**

Zone Events will not be liable for any direct or indirect loss, for any loss, theft, or damage to personal property or for personal injury or death arising from or in connection with the Discovery Mast Climb (except death or personal injury caused by Zone Event's negligence). You hereby waive and will not take or make any claims against Zone Events arising out of your participation (or anyone under your supervision's participation) in the Discovery Mast Climb (except for death or personal injury caused by Zone Event's negligence).

### **4 Personal data**

- 4.1 We collect, use and are responsible for certain personal data you provide us for the purposes of providing the Discovery Mast Climb to you. We rely on the lawful basis of performance of a contract when processing your personal data. If you do not provide the personal data we ask for, it may prevent us from providing the Discovery Mast Climb to you.
- 4.2 We are the data controller and subject to the UK General Data Protection Regulation (UK GDPR). Our privacy policy is available at <https://www.zoneevents.co.uk/privacy-policy> and sets out in more detail how and why we collect, store, use and share your personal

data.

4.3 We collect personal data directly from you and also via the CCTV system installed at the Location to monitor security and provide a safe and secure environment for you. Zone Events will ensure that access to and disclosure of images and footage recorded on CCTV will be restricted and carefully controlled. Our CCTV policy is available at <https://www.zoneevents.co.uk/privacy-policy> and sets out Zone Event's use and procedures in place in relation to the use of CCTV at the Location.

4.4 In the event of an injury that renders you unconscious or incapable of making a medical decision, you authorise Zone Events personnel and emergency medical personnel to make emergency medical decisions on your behalf (including, but not limited to CPR and use of an Automated External Defibrillator), to secure emergency medical care or transportation for you when deemed necessary by Zone Events and to inform your emergency contact.

## 5 Photography and Media

5.1 Zone Events may engage a photographer and/or videographer to capture the Discovery Mast Climb. You can choose whether you wish to be photographed and/or filmed by completing the consent declaration below.

5.2 All photos and recordings (**Media**) and all rights in such Media and/or likeliness of you captured during the Discovery Mast Climb will be owned by Zone Events or its licensors. You acknowledge that any and all Media featuring you or any participant under your supervision, may be used, edited, disseminated, shared (including with Dundee Heritage Enterprises Ltd and other third parties), adapted, modified, copied, and/or exploited by Zone Events for any purpose throughout the world in perpetuity, including but not limited to promoting, advertising and marketing the Discovery Mast Climb and events held by Zone Events, without prior notice or compensation. You further acknowledge that Zone Events and its licensors have the full right to sell and/or profit from the commercial use of such Media and/or likenesses of you without prior notice or compensation.

5.3 Please refer to our privacy policy available at <https://www.zoneevents.co.uk/privacy-policy> for further details on our processing of personal data comprised in the Media.

## 6 Cancellations or postponements

The Discovery Mast Climb may be cancelled and/or postponed at any time if Zone Events determines that any circumstances or the conditions for the Discovery Mast Climb are unsafe, unsuitable or otherwise present a danger to you, anyone under your supervision, Zone Events personnel and/or the general public. Such conditions or circumstances may include acts of God or the elements (such as wind, lightning, storms, rain, hail, ice, hurricane, tornado, earthquake), nesting birds, acts of terrorism, threatened or actual strike, labour problems, work stoppages, industrial action, riots, protests, acts of vandalism, fire, war, public emergency, public health risks (including a pandemic or epidemic), flood, unavoidable accident, road accidents, closures and/or diversions, conditions at the Location). If payment has been made by you to a booking provider for the Discovery Mast Climb and it is cancelled and/or postponed, you should contact your booking provider in relation to any refund. Zone Events has no liability to compensate you in the event that the Discovery Mast Climb is cancelled and/or postponed.

## 7 Acknowledgement

7.1 I have carefully considered all the risks involved and am willingly and voluntarily participating in the Discovery Mast Climb.

7.2 I agree that my participation is subject to my compliance with: a) the terms of this Participation Agreement; b) the Safety Rules; and c) all directions, instructions and decisions of Zone Events personnel on the day of the Discovery Mast Climb.

7.3 I confirm that I am aged 18 or over on the date that I am signing this Participation Agreement, or that I am the parent/guardian signing on behalf of a participant aged over 12 years old but under 18 years old.

7.4 This Participation Agreement is governed by Scots law and any dispute that arises relating to the provision of the Discovery Mast Climb will be subject to the exclusive jurisdiction of the Scottish courts.

## Personal details

<b>PARTICIPANT INFORMATION:</b>	
<b>First Name:</b>	<b>Last Name:</b>
<b>Address:</b>	<b>Phone Number:</b>
<b>Age:</b>	
<b>PARENT/GUARDIAN DETAILS</b>	
<b>Full Name:</b>	
<b>Relationship to Participant:</b>	
<b>Contact Number:</b>	
<b>EMERGENCY CONTACT FOR PARTICIPANT</b>	
<b>Emergency Contact Name:</b>	<b>Emergency Contact Number:</b>
<b>Relationship to Participant:</b>	

## Declarations

<b>MEDICAL CONDITIONS</b> Please provide details of any medical conditions that Zone Events should be aware of which may affect your participation in the Discovery Mast Climb:
<b>DISABILITY</b> Do you consider yourself to have a disability? If yes, what is the nature of your disability?
Please provide details of any particular support you require:

<b>PHOTOGRAPHY AND MEDIA</b> If you consent to being photographed and/or recorded during the Discovery Mast Climbs, please complete the declarations below for yourself and for anyone taking part under your supervision:  <input type="checkbox"/> YES PLEASE - I, the participant, <b>consent</b> to being photographed and/or recorded during the Discovery Mast Climbs and grant you exclusive permission to use the resulting Media for the purposes described above.  <input type="checkbox"/> YES PLEASE - I, the parent/guardian of the participant, <b>consent</b> to the participant being photographed and/or recorded during the Discovery Mast Climb and grant you exclusive permission to use the resulting Media for the purposes described above.  If you change your mind, you can withdraw your consent by informing Zone Events ahead of participation in the Discovery Mast Climb either (i) by email at <a href="mailto:hello@zoneevents.co.uk">hello@zoneevents.co.uk</a> or (ii) speaking to a member of Zone Event's personnel on the date of your Discovery Mast Climb. This will not affect the lawfulness of any processing carried out before you withdraw your consent.
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## Signatures

It is important that you read and understand these terms and conditions before signing. If there is a term that you do not understand please ask for further information.

<b>PARENT/GUARDIAN CONSENT (IF PARTICIPANT IS UNDER 18)</b> In the case of the participant being <b>under 18 years of age</b> , the following must be read and agreed to by the parent/guardian: <b>I understand that I, the parent/guardian, must be present at the activity location for the duration of the Discovery Mast Climb</b> event and able to exercise parental responsibility if required. If an authorised supervising adult (non parent/guardian) is participating alongside the participant, <b>I the parent/guardian must also be present at the activity location</b> for the duration of the Discovery Mast Climb event and able to exercise parental responsibility if required. In the case of an emergency, I agree to the participant, named above, being given medical, surgical or dental treatment, including general anaesthetic and blood transfusion, as considered necessary by the medical authorities present. I have read the Participation Agreement including information about the proposed Discovery Mast Climb and Safety Rules for participation. I consent to the participant taking part in the Discovery Mast Climb, and, having read the Participation Agreement, declare the participant to be in good health and physically able to participate in the Discovery Mast Climb. I will ensure that any change in circumstances (e.g. recent illness, medication or injury), which will affect the participant's participation in the Discovery Mast Climb will be notified to Zone Events prior to the Discovery Mast Climb.	
<b>Signature of parent/guardian:</b>	<b>Date:</b>