

THE SKATE WORKS LTD

Terms and Conditions of Participation

Including assumption of risk and liability terms for ice hockey and roller hockey pickup sessions organised by The Skate Works Ltd (www.theskateworks.com)

These Terms apply automatically when you purchase a ticket, book a place, or attend a Skate Works session; you do not need to sign anything for them to take effect. Please read them before you book or attend. They affect your legal rights.

1. Parties and how these Terms apply

These Terms are between The Skate Works Ltd, ("The Skate Works", "we", "us"), and you, as a participant in our ice hockey or roller hockey pickup sessions ("you").

These Terms are published at www.theskateworks.com/terms and referenced at the point of booking. You accept these Terms in full, without needing to sign anything, when you:

- purchase a ticket or otherwise book a place at a session; and/or
- attend, and take part in, a session, whether or not you purchased a ticket yourself.

If you do not agree to these Terms, do not purchase a ticket, book a place, or attend a session.

Where a participant is under 18, the adult who purchases the ticket, completes the booking, or brings the participant to a session confirms that they are the participant's parent or legal guardian, or otherwise hold the authority of a parent or legal guardian to accept these Terms on the participant's behalf, and accepts responsibility for the participant's compliance with them.

2. What we provide, and what we don't

- The Skate Works books venues (ice rinks and sports halls) so participants can take part in pickup ice or roller hockey.
- Sessions are not coached or instructed unless strictly identified as such at the time of booking.
- Participation is voluntary. You choose your own level of involvement and intensity of play.
- It is your responsibility to judge whether pickup hockey, and the specific session you are attending, is suitable for your ability, fitness and experience.

3. Nature of the sport and assumption of risk

Ice hockey and roller hockey are physical, fast-moving sports played on a hard and/or slippery surface. Risks inherent to these sports include, without limitation:

- falls and collisions with the playing surface, boards, goals or other equipment;
- collisions with other participants;
- being struck by a puck, ball, stick or skate;
- sprains, strains, fractures, dislocations, cuts, and dental or eye injury;
- concussion and other head or neck injury;
- aggravation of an existing medical condition, or a cardiac or other medical event brought on by exertion.

Our Code of Conduct prohibits deliberate contact, but incidental contact, collisions and falls remain an inherent risk of the sport even where everyone follows the rules. These risks exist even when all participants play safely and sensibly, and even though we take reasonable steps to organise sessions safely. By taking part, you knowingly and voluntarily accept these inherent risks. Nothing in this clause removes our duty to take reasonable care for your safety, or excludes any liability that cannot lawfully be excluded

Players must be able to take accountability for their own safety an

4. Equipment

- You must wear full and correct protective equipment for ice/roller hockey, in serviceable condition, at every session.
- We do not inspect, certify or provide protective equipment, and take no responsibility for its condition or suitability. Check your own equipment before every session.
- We may refuse entry to a session, or ask you to leave, if your equipment is missing, inadequate or unsafe.

5. Conduct

The Skate Works operates a strict no-contact code of conduct. Deliberate body-checking, or any contact intended to impede, intimidate or make contact with another player, is not permitted at any session.

You agree to comply with the Code of Conduct, and with any reasonable instruction from an organiser, at all times.

Breach of the Code of Conduct, or any dangerous, reckless or abusive conduct, may result in removal from a session without refund, and may affect your ability to book future sessions.

Whatever your skating ability, you must control your speed, positioning and movement so as not to endanger other participants. A lower skill or experience level is not an excuse for incidental contact, collisions or reckless play, you are responsible for playing in a way that keeps yourself and others safe. If a host judges your standard as below the level where others can safely play you will be asked to leave.

6. Health and fitness

By taking part in a session, you confirm that:

- you are medically fit to take part in strenuous physical exercise;
- you are not aware of any medical condition that would make it unsafe for you to take part, or, where you are, you have appropriate medical clearance to play;
- you will tell an organiser, before a session begins, of any relevant medical condition, allergy or injury that could affect your safety or that of others.

It is your responsibility to keep an organiser informed of any change to this information.

7. Limitation of liability

Nothing in these Terms excludes or limits The Skate Works' liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot lawfully be excluded or limited.

Subject to the above, and to the fullest extent permitted by law, The Skate Works excludes all liability for injury, loss or damage arising from the inherent risks described in Section 3, from the acts or omissions of other participants, and from your own acts or omissions. The Skate Works is not liable for any indirect or consequential loss.

8. Property

- We are not responsible for loss of, theft of, or damage to your personal property (including equipment, clothing and valuables) brought to a session.
- Do not leave valuables unattended.

9. Venue

- Sessions take place at venues we book but do not own or operate. The venue operator, not The Skate Works, is responsible for the condition and safety of its premises, and for its own staff and equipment.
- You must also comply with the venue's own rules and any reasonable instruction from venue staff.

10. Indemnity

You agree to indemnify The Skate Works, its organisers and volunteers against any claim, loss or expense arising from your own negligent, reckless or wilful act or omission during a session, including a claim brought by another participant or third party as a result of your conduct.

11. Photography and media

Photographs and video may be taken at sessions for use on The Skate Works' website and social media. If you do not wish to appear in these, tell an organiser before the session begins and we will take reasonable steps to exclude you.

12. Data protection

- We collect and use personal data you provide when booking (such as your name and contact details) to organise sessions and communicate with you about The Skate Works.
- Where you tell an organiser about a medical condition or other health information, we use this solely for safety and emergency purposes at the session.
- We process your data in line with UK GDPR and the Data Protection Act 2018 and our privacy policy at [insert link].
- We do not share your data with third parties except where necessary for your safety (e.g. emergency services) or as required by law.

13. Insurance

The Skate Works holds public liability insurance in respect of its activities as session organiser. This does not cover your personal injury, medical expenses, or loss of or damage to your property. We strongly recommend you hold your own personal accident and/or sports injury insurance.

14. General

- These Terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute.
- If any provision of these Terms is found unenforceable, the rest remains in effect.
- These Terms apply to every session you attend from the date you first accept them, and to any updated version we publish before a session, whether or not you re-book.

Questions

If you have any questions about these Terms, contact us at hello@theskateworks.com