SHIFT: EXCHANGE Summer Boat Trip – Liability Release & Data Privacy Form

I am aware that my participation in the SHIFT:EXCHANGE Summer Boat Trip on 23 August 2025 (or on such other date that it may be rescheduled) (the "Activity") involves exposure to certain risks and dangers and hazards.

Having regard to the religious and non-profit nature of Island Evangelical Community Church Limited (including but not limited to its officers, directors, employees, agents and representatives) (the "Organizer") of the Activity, and in consideration of the Organizer accepting my application and participation in the Activity, I hereby agree and confirm as follows:

1. to assume and accept all and any risks of personal injury, sickness, death, damage, dangers and expenses arising out of, incidental to or in any way connected with my participation to the Activity;

2. to waive any and all claims, actions, costs, expenses and demands that I may have against the Organizer within and outside Hong Kong;

3. to release the Organizer from any and all liability for any loss, damage, injury or expense that I or my next of kin may suffer or incur as a result of my participation in the Activity, due to any cause whatsoever including but not limited to negligence on the part of the Organizer;

4. to hold harmless and indemnify the Organizer for any liability sustained by the Organizer as the result of my negligent, willful or intentional acts;

5. that appropriate insurance shall be taken out by me on an individual level (if necessary), and the Organizer shall not be responsible for taking out personal liability insurance for the Activity or for individuals participating in the Activity. It is my sole discretion and responsibility to subscribe my own personal insurance liability relating to the Activity if I deem necessary;

6. the leaders of SHIFT:EXCHANGE have the right to request an individual to cease participation in the Activity if, at the sole opinion of the leaders of SHIFT:EXCHANGE, the actions of that individual may endanger the safety of himself/herself and/or other participants of the Activity;

7. that my level of physical fitness (including my ability to swim if necessary) is adequate for the Activity and, if not, that I will be responsible for ensuring that I wear a life jacket at all times;

8. that this Liability Release Form shall be effective and binding upon my next of kin, executors, administrators and assigns, in the event of my death;

9. that I agree to the personal data privacy statement of the Organizer (available <u>here</u>) and I agree that the personal data provided by me for the Activity will be used for the purposes of managing and organizing the Activity and handling my enquiries in relation to the Activity and/or the Organizer; and

10. that the laws of Hong Kong shall govern this document and any disputes arising hereof shall be determined by the courts of Hong Kong.