

Waiver

THIS DEED IS MADE BY:

_____ (print full name of Applicant)

of _____ (address)

_____ (occupation)

WHEREAS:

- A. The Applicant wishes to become a Member of the Company.
- B. The activities of the Company include the conduct of Battle Practice.
- C. The Applicant has witnessed a Battle Practice conducted by the Company and the Applicant acknowledges that participation in a Battle Practice involves a risk of death or injury to members and persons present at, or in the vicinity of, a Battle Practice.
- D. The Captain (for and on behalf of the Company) has agreed that the Applicant may become a member of the Company upon and subject to the Applicant executing this deed and the form in the Section Headed "Form for Admission as a Member of The Grey Company Incorporated".
- E. The Applicant has agreed to execute this deed and the form in the Section Headed "Form for Admission as a Member of The Grey Company Incorporated" in consideration of the Applicant being admitted to membership of the Company.

NOW THIS DEED WITNESSES:

- 1. Definition and Interpretation. This Deed and subject to any express contrary intention shall be governed by the Section Headed "Interpretation".
- 2. Waiver. In consideration of the premises the Applicant hereby:
 - (1) releases, sets over and waives; and
 - (2) covenants to indemnify every member against; any and all claims, proceedings and causes of action, now accrued or at any time hereafter accruing and all costs and expenses of any description thereof or relating thereto arising out of or resulting, whether directly or indirectly, from:
 - (3) the death of, or any injury to;
 - (4) the destruction of, or any damage to any property of; or
 - (5) any consequential or other losses (including, without derogating from the generality of the foregoing, losses of income) sustained by; the Applicant incurred or sustained while the Applicant is;
 - (6) observing;
 - (7) participating in (in any capacity); or
 - (8) in the immediate vicinity of; any Battle Practice, arising out of or resulting from:
 - (9) any negligent act of omission of any member;
 - (10) any negligent act or omission of the Captain or any Marshal; or
 - (11) the breakage of, or any defect (whether latent or apparent) in, any weapon, shield or armour, by whomsoever manufactured or maintained.
- 3. Covenant. The Applicant covenants that he will not on his own behalf or on behalf of any other person make any claim or demand or institute or prosecute any action or proceedings against any member, the Captain, any member of the High Council or any Marshal for the payment or recovery of any damages or compensation arising out of or resulting, whether directly or indirectly, from:
 - (1) the death of, or any injury to;
 - (2) the destruction of, or any damage to any property of; or
 - (3) any consequential or other losses (including without derogating from the generality of the foregoing, losses of income) sustained by; the Applicant incurred or sustained while the Applicant is:

- (4) observing;
- (5) participating in (in any capacity); or
- (6) in the immediate vicinity of: any Battle Practice, arising out of or resulting from
- (7) any negligent act or omission of any member, the Captain, any member of the High Council or any Marshal; or
- (8) the breakage of, or any defect (whether latent or apparent) in, any weapon, shield or armour, by whomsoever manufactured or maintained.

4. Effect. The Covenants in this Deed:

- (1) ensure for the benefit of every member; and
- (2) to the extent permitted by law, bind the Applicant and his respective executors, administrators, heirs and assigns, including any person in whom, but for this Deed, there has accrued or would accrue any right of action under any legislation or rule of Common Law for compensation or damages arising out of any of the matters set out in paragraphs 2(3), (4) and (5) caused by any of the matters set out in paragraphs 2(9), (10) and (11).

5. Construction. This Deed shall be construed so as to confer the widest possible protection upon every member for injury or loss caused to the Applicant as a result of negligence, accident, want of skill or care or breach of statutory duty by any member, the Captain, any member of the High Council or any Marshal. Where the context permits words, phrases and clauses expressed conjunctively shall be read disjunctively and vice versa, if this results in the release of a member from any liability and the accrual to him of the benefit of the indemnity given by paragraph 2(2) and the covenant in clause 3.

6. Stamp Duty. The Applicant shall cause this Deed to be stamped and all stamp duty assessable upon this Deed and any copies required by the Captain including any fines or costs arising from the late payment of duty shall be paid by the Applicant. If any person other than the Applicant causes this Deed to be stamped then all stamp duty (including any penalty duty and any fines for late presentation for assessment for duty) paid shall be recoverable as a debt owing from the Applicant.

THE SCHEDULE

The Applicant:

EXECUTED as a Deed the day of 20

SIGNED by _____
(print full name of Applicant)

Signature: _____

in the presence of:

Witness:

Signature: _____

Name: _____
(print full name of Witness)

Address: _____

Occupation: _____



Form for Admission as a Member to The Grey Company Incorporated

- 1) I wish to be considered for membership of The Grey Company Incorporated as an "Ordinary" / "Associate" / "Affiliate" / "Patron" / "Honorary Life" Member. (strike out all but one choice)
- 2) I have read the objectives of The Grey Company Incorporated and feel that I can contribute to the furthering of the objectives of the Company and further I agree to be bound by the Rules of the Company while a member of the Company.
- 3) I understand that many activities of the Grey Company incorporated carry a real risk of injury and or death and knowing this I still wish to be a member and participate in activities organised by the Grey Company Incorporated

SIGNED by

Signature: _____

Name: _____
(print full name of Applicant)

Phone: _____

Address: _____

Occupation: _____

Additional Member Information:

Please provide the following Information for our records. None of this information is compulsory except the date of Birth.

Date of Birth: _____

Email Address: _____ Do you wish to receive newsletters via email? (Y/N)_____

Are you happy for your phone details to be circulated to other members? (Y/N)_____

Are you happy for your email details to be circulated to other members? (Y/N)_____

Next of Kin: _____ Relation to member: _____

Contact Phone for Next of Kin _____ NOK Mobile: _____

Any relevant medical conditions (eg diabetes, asthma, epilepsy): _____

Anything else you think we need to know: _____

