

# Participant Waiver Form, Acknowledgement and Release for Surf Coast Trek 2019

## DECLARATION AND WAIVER

### Definitions

**The Organiser** refers to the Give Where You Live Foundation and Kids Plus Foundation

**ACL** means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);

**Event** means **Surf Coast Trek 2019**

**FTA** means the Australian Consumer Law and Fair Trading Act 2012 (Vic);

**Participant** means the person named in the Entry Form as the person wishing to participate in the Event;

**I** Refers to 'Participant'

**Supplier** means Give Where You Live and/ or any affiliated entities.

1. I acknowledge that the **Surf Coast Trek** ("the Event") and any associated training including training walk(s) organised by the Organiser or Mick O'Malley involve certain inherent risks of injury or even death from various causes including but not limited to walking or running on roads and uneven, steep or rocky surfaces in the open natural environment and under prevailing weather conditions. I am aware of the hazards involved and engage in the activity at my own risk.
2. I acknowledge that the activity involves significant risk of physical harm or personal injury including permanent disability and/or death to participants and that any such injury or loss may result not only from the actions of The Organiser, its employees, and volunteers but from the actions, omission or negligence of others.
3. I acknowledge that the activity is a "recreational service" as defined in the ACL (Competition and Consumer Act 2010 (Cth)) and the liability of The Organiser (including for death or personal injury) arising out of the failure by The Organiser, its employees or volunteers to comply with any consumer guarantees under that Act is excluded to the maximum extent permitted by that Act.
4. I acknowledge that I must follow all directions given to me by the employees, volunteers or representatives of The Organiser.
5. I acknowledge that to the maximum extent permitted by law The Organiser is excluded from all liability to me, including negligence and whether my loss or damage has occurred to my person or my property. Where that liability cannot be excluded, the liability of The Organiser is limited to the maximum extent permitted by law.
6. I acknowledge that The Organiser shall not be responsible to me for any punitive, exemplary, incidental, special or consequential damages including, but without limitation loss of profits, loss of revenue, loss or denial of opportunity, indirect/remote/abnormal or unforeseen loss or any similar loss whether or not in the reasonable contemplation of the Organiser or me.
7. I acknowledge that the activity may be physically demanding in some susceptible individuals and may involve exposure to the natural elements and extreme weather and other circumstances over which The Organiser has no control.
8. I certify that I am physically fit, have sufficiently prepared for participation in the Event and/or training walks and have not been advised otherwise by a qualified Medical Professional. I am not suffering from a medical condition that would make me unfit to participate in the event.
9. I acknowledge that it is my responsibility to note any Medical Conditions, Allergies and/or Medications and emergency contact details on this Waiver.

**10.** I further acknowledge that having been advised of the associated risks, I wish to undertake the Event and hereby release and hold harmless the organiser and its employees and volunteers from any suit/demand/claim arising as a consequence of my participation. I also acknowledge that I was given the opportunity to attend pre-event training sessions and to read comprehensive training advice and Rules and Guidelines on the Event website.

**11.** I release and hold harmless, the event organisers, staff, contractors, sponsors and volunteers involved in the Surf Coast Trek, from any and all liabilities, claims or actions arising as a consequence of death, disablement, injury, property theft or other loss or injury, whatever and however occurring, which I may suffer as a result of, or in connection with my participation in this activity.

**12.** I acknowledge that the activity may be conducted at a site that is remote either by time and/or distance from a medical facility or hospital.

**13.** I understand that the terms herein are contractual, serious - not a mere recital and form the basis of the Agreement by which I participate; and that I have signed this document of my own free act.

**14.** I further acknowledge that I have been advised by the principals, servants and/or agents of The Organiser and the Surf Coast Trek 2019 of the risks associated with the activities and to the extent permitted by law, I have voluntarily assumed those risks.

**15.** I understand that nothing in this contract limits or excludes provisions made in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law or other applicable legislation and that despite my signing of this contract I will still have the benefit of consumer protection.

**16.** I further acknowledge that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

**17.** I acknowledge that the organisers of the Surf Coast Trek strongly recommend that as an individual I arrange for Ambulance Cover, in case of emergency, and that Personal Accident Insurance is also recommended.

**18.** I consent to receive medical treatment which may be deemed necessary in the event of my injury/accident/illness during the Event. I understand that treatment requested from allied health volunteers is at my own risk, and that my details will be forwarded to event organisers.

**19.** I understand that the medical history and personal information collected as part of the registration process for this event will be collected, stored securely and will be made available to the event medical and first aid staff. It will only be used to help staff look after me if I need help and care. Some of this information might be passed to event organisers who may need some of the information to assist with my care and evacuation. If I am evacuated from the event by Emergency Services a copy of my background information plus any new data entered by event staff will be supplied to the Emergency Services staff to enable my continued care.

**20.** I acknowledge that the event organisers may re-route, delay, or cancel the event due to weather conditions, natural disaster, terrorism, war or any other reason so deemed by the organisers as unsuitable. I also acknowledge that given the nature of the event, logistics and third parties involved – to merely postpone the event would not be possible.

**21.** I acknowledge that if the event has to be rescheduled or cancelled for reasons outside of the control of the organiser that my entry fee will be refunded but that the fundraising amounts are non-refundable.

**22.** I have read and understood the Surf Coast Trek Terms & Conditions document listed on their website.

**23.** I further state that I am of lawful age and legally competent to sign this acknowledgement.

**24.** I understand that during the event or related activities I may be photographed or filmed. I agree to allow my photography, video or film likeness to be used for any legitimate purpose (including social media platforms, our website and newsletters) by The Organiser, the sponsors and or assigns. The same is also agreed to the use of any testimonial given.