

BETWEEN **365 SPORTS AUS PTY LTD, AD & SM MCLEAN PTY LTD, ST ANNE'S VINEYARDS, 365 SPORTS AUS PTY LTD, 365 SPORTS INC., MOORABOOL SHIRE COUNCIL**

"ACTIVITIES AND/OR VENUE"
PARTICIPANT ASSUMPTION OF INHERENT RISKS, WAIVER, RELEASE OF RESPONSIBILITY AND INDEMNITY AGREEMENT, CONSENT AND PHOTO RELEASE FORM

(hereby known as the "Agreement")

Between 365 Sports AUS PTY LTD (hereby known as the "Organiser")

And the Participant: First Name Last Name

Activities/Events (hereby known as "Activities") includes the events to be held at "ACTIVITIES AND/OR VENUE"
 "Venue" means the location where the "Activities" are held.

BY SIGNING THIS DOCUMENT, YOU RENOUNCE SUBSTANTIAL LEGAL RIGHTS INCLUDING YOUR RIGHTS TO BRING LEGAL ACTION.

PLEASE READ CAREFULLY AS THIS IS A LEGALLY BINDING DOCUMENT

By completing this "Agreement," I understand/acknowledge I am giving up substantial legal rights and I hereby represent /warrant I am over the age of 18 years.

If registering as a minor (under the age of 18 years), a parent/legal guardian will either need to be present on site to authorise and sign, or the participant needs to have a parent/legal guardian sign and provide a driver's licence #/picture id, or parent/legal guardian speak directly with registration personnel.

Participant First Name:		Participant Last Name:	
Address:		Suburb:	State:
Postcode:	Phone:	Email:	DOB:

In consideration of being allowed to participate in any way in the "Activities" and any related events (hereby known as "Activities"), I the below signed, on behalf of myself, my successors, heirs, assigns, and anyone else who may make any claim for or on my behalf, hereby irrevocably and unconditionally acknowledge, appreciate and agree:

- 1.) to familiarise myself with and abide by the rules and regulations of the "Organiser" and subsidiaries and those affiliated with conducting the "Activities," without limitation to their officers, officials, directors, agents, employees and volunteers, other participants, sponsoring agencies, sponsors, advertisers, Venue lessee/owner/lessor and their employees (hereby known as "Released Parties and/or Organisers") and agree to use the facility/equipment in a manner consistent with its intended use and application. I recognise the authority of the "Organiser" to halt my participation and if necessary have me removed from the "Venue" if my participation, conduct, or presence endangers myself and/or my co-participants;
- 2.) I acknowledge having received, read and understood all of the information about the "Activities and/or Venue," at my leisure, with no time constraint put on me to do so;
- 3.) I understand no refunds will be granted if the "Released Parties" decide to modify, postpone or cancel the "Activities" due to weather conditions, acts of God, or other factors beyond their control that may affect the "Venue," safety and/or health of the participants and/or visitors;
- 4.) I recognise the "Activities" are physically designed predominantly for athletic, healthy individuals. I warrant I am in good physical and mental health and I do not suffer from any disability or physical problems that could make it hazardous for me to participate and I agree to participate in the "Activities" on my own free will. I further warrant I am not taking any prescription or non-prescription drugs, including any controlled substances, which may impair my ability to participate in the Activities. NOTE: If you have been inactive or if you have medical problems, you are advised to consult with your physician before taking part in the Activities;
- 5.) I have received instructions and been informed of the safety measures and implications of participating in the "Activities," and I acknowledge and understand that the "Activities" involve various risks, dangers and hazards of accidents and bodily harm that could result from my participation, including but not limited to:
 - i) Minor or major bone fractures, scrapes, abrasions, lacerations, head concussions, bumps, bruises, muscle, tendon or ligament strains or sprains, overstraining or exceeding physical limitations, exhaustion or dehydration, paralysis, drowning or near drowning, heat and cold injuries, animal bites or insect stings, contact with poisonous plants, or other serious personal or bodily injury, death;
 Caused by, but not limited to:
 - ii) Uneven terrain, uneven surfaces, equipment, broken or defective equipment, trips, falls, falling, impact against a hard surface, mis-judgment, slips and other gravity-related mishaps/falls or accidents, uncontrolled acceleration and deceleration, collision with another participant or object either man made or natural, water, roads, surface hazards, extreme heat, extreme cold, fog, rain, ice, dirt, flames, barbed wire, disregard of guidelines, rules and standard practices, inappropriate behaviour of myself or other participants, negligence on my part or the part of the "Released Parties and/or Organisers." I further understand that some obstacles may contain water that has not been tested for chemicals, disease or other contamination;
 - iii) I understand that inadequate first aid or emergency services may be available due to the nature of the terrain and vast location of the "Venue" as well as the number of participants at the Event;
- 6.) I fully understand that the "Activities" carry with them inherent risks of injury (both physical and mental) and acknowledge that I am the best and only judge of my ability to participate in these "Activities" and am fully aware of the additional risks involved in my participation and assume such risks on my own free will. I am voluntarily participating for my own enjoyment;
- 7.) I fully understand the "Released Parties and/or Organisers" do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the Activities. I assume all expenses related to any type of damage (personal or property), loss, death, illness or injury, to medical expenses and/or emergency resulting from my participation in the Activities;
- 8.) I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the "Released Parties and/or Organisers" or others, and assume full responsibility for my participation. The "Released Parties and/or Organisers" accept no responsibility for such "Activities" related risks. The "Released Parties and/or Organisers" do not have medical training; if you have health or medical concerns, consult your doctor;
- 9.) I consent to the administration of first aid or other medical treatment in the event of injury or illness and hereby release and indemnify the "Released Parties and/or Organisers," from any and all claims arising from such treatment. I further understand and acknowledge that given the location of the "Activities" and the terrain where the "Activities" are held, that access to medical treatment, evacuation or search services may be slow;
- 10.) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby fully and forever release, discharge, indemnify, hold harmless and Covenant not to sue the "Released Parties and/or Organisers" of and from any and all causes of action, lawsuits, losses, damages, injuries (including personal and bodily injuries, death and injury to property) howsoever caused (whether by the negligence or otherwise, foreseeable or not), claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to

me or any other person, directly or indirectly arising out of or in connection with the "Activities," including, without limitation, my participation in the "Activities;"

- 11.) I agree not to initiate any lawsuit, court action or other legal proceeding against the Organiser and Released Parties, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage, or injury sustained by me or others in connection with my participation in the Activities;
- 12.) I agree to hold harmless, indemnify and reimburse the Organiser and Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by the "Released Parties and/or Organisers" or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, illness, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses, and any other liability of any kind, sustained by me or others in connection with my participation in the "Activities." This means that I will reimburse the "Released Parties and/or Organisers" if anyone makes a claim against them based on damages or injuries I suffer in connection with the "Activities."

I have carefully read and fully understand this entire "Agreement" and assumption of inherent risks, waiver, release of responsibility and indemnity, without any time constraints being placed upon me, and I fully understand and agree to be bound by all its contents. I voluntarily sign this document without any inducement and I am aware that by signing this "Agreement" and form, I am giving up substantial legal rights, including but not limited to my right to sue for damages, both personal and property, and it is my intention to do so freely and without coercion.

CONSENT FORM AND PERSONAL PHOTO RELEASE

I authorise the "Released Parties and/or Organisers," its subsidiaries and affiliates and to collect and use personal information on this form for the purpose of management and administration of the "Activities" including promoting other events and the "Organiser." I authorize the "Released Parties and/or Organisers" to disclose such personal information to third parties, as may be required for this purpose, including to legal and insurance companies. The "Released Parties and/or Organisers" may also be required or permitted to disclose such personal information pursuant to relevant privacy laws or other laws.

I hereby grant and give perpetually to the "Released Parties and/or Organisers" exclusively, the irrevocable right (including, without limitation) all now and hereafter existing civil and/or common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known, to use my name, voice, photograph, image and/or likeness (hereby known as "Attributes") for any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription), tape or other recording process, whether now known or hereafter developed, any materials produced by the "Released Parties and/or Organisers" incorporating the "Attributes," and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge I will not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the "Attributes."

This "Agreement" supersedes any oral or written statements made by the "Released Parties and/or Organisers," or me, in connection with the "Activities." This "Agreement" is governed by the laws of Australia and in particular NSW to the benefit of the "Released Parties and/or Organisers," as well as their administrators, successors and assigns, and is binding on me and my heirs, successors, assigns, insurers and estate. If any portion of this "Agreement" is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable.

BY SIGNING, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS "AGREEMENT"

Participant First Name:	Participant Last Name:
Participant Signature:	Date Signed

SINCE I AM UNDER THE AGE OF 18 YEARS, I AM INCLUDING MY PARENT/LEGAL GUARDIAN'S WRITTEN CONSENT:

BY SIGNING, I UNDERSIGNED, AS PARENT/LEGAL GUARDIAN OF A MINOR PARTICIPANT, RECOGNIZE AND CONSENT THAT THIS MINOR WILL BE BOUND BY THIS AGREEMENT

Parent/Legal Guardian First Name:	Parent/Legal Guardian Last Name:
Parent/Legal Guardian Signature:	Date Signed

EMERGENCY CONTACT INFO

Emergency Contact First Name:	Emergency Contact Last Name:	
Parent/Legal Guardian Signature:	Date Signed	
Address:	Suburb:	State:
Postcode:	Phone:	Email: