



Waiver, Release and Indemnity Form

This acknowledgement of risk form, including waiver, release and indemnity is given by:

Print name (the “Participant”)

Address of the Participant

Full name of parent or guardian

Address of Parent or Guardian (if different to the above)

Telephone number of parent or guardian

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

The Activity: 2019 Sea Eagles Junior Rugby League & Cheerleading Clinic

Risks of the Activity

- The risks of physical injury inherent to dance and/or rugby league skills
- The loss of personal property before, during and after the clinic

The Business

Manly Warringah Sea Eagles Limited

Participant’s Medical Disclosure

For Participants under 18 years of age

2. I WARRANT AND CERTIFY THAT I AM THE PARENT OR GUARDIAN OF THE PARTICIPANT NAMED ABOVE WHO IS UNDER 18 YEARS OF AGE ON THE DATE OF THE ACTIVITY AND HE/SHE HAS MY CONSENT AND IS CAPABLE OF PARTICIPATING IN THE ACTIVITY. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS FORM AND I AGREE, ON BEHALF OF THE PARTICIPANT, TO BE BOUND BY IT. I HAVE SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.

Signature of Participant’s parent or guardian

Signature of witness

Date

Witness name (print)



ACKNOWLEDGEMENT

1. I acknowledge that:

- (a) I am the Participant.
- (b) The Activity is a dangerous recreational activity, which involves a significant risk of physical harm.
- (c) I may be injured in performing the Activity.
- (d) My personal property may be lost, damaged or destroyed in performing the Activity.
- (e) Other people may cause me injury or may damage my property in the course of performing the Activity.
- (f) I may cause injury to other persons or damage their property in performing the Activity.
- (g) The natural conditions in which the Activity is conducted may vary without warning.
- (h) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- (i) Manly Media will be present in this activity and should I wish to not be photographed and/or filmed I will notify Manly Warringah Sea Eagles Limited in writing prior to the event.
- (j) I have disclosed any pre-existing medical or other conditions that may affect my participation in the Activity, or the risk that either I or any other person will suffer injury, loss or damage.
- (k) The Business relies on the information provided by me and I warrant that all such information is accurate and complete.
- (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug (legal or illicit) or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- (m) This document records the entire agreement between me and the Business and in relation to the Activity and my participation in it.
- (n) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
 - (i) participate in the Activity; and
 - (ii) sign this document.

RISK WARNING

- 2. I acknowledge that I have been warned of the Risks of the Activity and the risks of physical harm in participating in the Activity (including oral warnings from the Business), and that I understand and accept the Risks.
- 3. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1 of this document.
- 4. I acknowledge that the risk warning in this document constitutes a 'risk warning' for the purposes of Division 5 of the *Civil Liability Act 2002* (NSW).

ASSUMPTION OF RISK

- 5. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I elect to participate in the Activity at my own risk.



WAIVER, RELEASE AND INDEMNITY

6. I agree that to the extent permitted by law, the provisions of the *Competition and Consumer Act 2010* (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.

7. I agree to release and hold harmless the Business and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth) any of its and their servants, employees, contractors, sponsors and agents (each a **Released Party**) from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever including where the injury, loss, damage or death was caused solely or partly by the negligence of a Released Party.

8. I agree to indemnify and hold harmless each Released Party from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against a Released Party in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, including where the injury, loss, damage or death was caused solely or partly by the negligence of a Released Party.

MISCELLANEOUS

9. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business, I may be injured or injure someone else. Further I understand that if I do not comply with all rules and directions made or given by the Business in connection with the Activity, I will not be permitted to continue the Activity.

10. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.

11. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

12. Participants may be photographed or videotaped during the Activity. The Participant hereby consents to the use of these photographs and/or videos without compensation, in any editorial, promotional or advertising material produced and/or published by the Business.

PRIVACY

13. By completing this form you are supplying the Business with personal information about yourself. This information is collected for the purposes of conducting the Activity. The Business is committed to protecting your privacy and will only collect and use your personal information, (such as your name, address, telephone number, and any health information, including any Medical Disclosure) in accordance with the *Privacy Act 1988* (Cth) and the Business' Privacy Policy.