



Waiver, Release and Indemnity Form

ACKNOWLEDGEMENT

1. I acknowledge that:

- (a) I am the Participant or the Parent/Guardian of the Participant.
- (b) The Activity is a dangerous recreational activity, which involves a risk of physical harm.
- (c) The Participant may be injured in performing the Activity.
- (d) Personal property may be lost, damaged or destroyed in performing the Activity.
- (e) Other people may cause The Participant injury or may damage my property in the course of performing the Activity.
- (f) The Participant 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) Participation in the Activity is voluntary and the Participant has not been required by the Business to engage in the Activity.
- (i) Manly Media will be present in this activity and should I wish the Participant 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 the Participant's participation in the Activity, or the risk that either the Participant 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) This document records the entire agreement between me and the Business and in relation to the Activity and my child's participation in it.
- (m) 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 for my child to participate in the Activity at their 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 or My Child fails to comply with the rules and/or directions of the Business, My Child may be injured or injure someone else. Further I understand that if I / My Child does not comply with all rules and directions made or given by the Business in connection with the Activity, I / My Child will not be permitted to continue the Activity.

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

11. I agree that if My Child suffers 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.

By registering my child for this Junior Members Clinic (on Monday 4th July), you agree that you have read and give your acknowledgement of this waiver, release and indemnity form.