

# ADULTS/TEACHER WAIVER & ACCEPTANCE OF EVENT TERMS & CONDITIONS

## Mini Muddies School Obstacle Challenge 2019

Please indicate your understanding and acceptance of the information below prior to participation in this Event. Once completed, please hand this document to the Registration staff, and they will exchange it for your Wrist Band. All items MUST be initialled, and the Acceptance signed and dated at the bottom of the form.

**Initial:**

### Event Terms and Conditions:

- I agree that the Centaur Outdoor Events Terms and Conditions are prominently displayed at the Event.
- I accept that the Organisers have specifically invited me to study the Terms and Conditions prior to the Event, which are available online at [www.centauroutdoorevents.com.au](http://www.centauroutdoorevents.com.au), on the day, and available in printed and digital form from the Organisers, prior to the start of the Event.
- I confirm that I have carefully read and understood the Terms and Conditions.
- I accept that my participation in the Event is subject to these Terms and Conditions.
- I understand and accept that the Terms and Conditions limit the Event Organiser's liability.

### Structures and Obstacles:

I agree to take the following precautions:

- I will not carry loose items on the obstacles (and therefore probably the whole course) e.g. keys, cameras, phones.
- I will not showboat on the obstacles and I will tackle obstacles in a responsible and safe manner.
- I will follow the Marshall's instructions at all times when attempting an obstacle, where such staff are present.
- I will follow the instructions given on Event signage, where such signage is present.
- I understand that not all obstacles are marshalled.
- I will use my judgement at all times when tackling obstacles, and recognise that it is ultimately my decision as to whether I attempt to traverse an obstacle or not, and in what manner.
- I will **NOT RUN** if requested to walk by an Event Marshall.
- I will not try to traverse and/or complete an obstacle at any and all cost. If I feel my strength, fitness or any other ability is insufficient, I will either not attempt or (if I have started) safely abandon an obstacle.

### Water, Mud and Other Substances:

- I understand that this Event features immersion in water and the use of mud and other natural and non-natural substances at some of the obstacles.
- I accept that, whilst Organisers have taken all reasonable precautions to check water quality pre-Event, the Organisers are not liable for the quality of static bodies of water as this can never be guaranteed.
- I accept that Organisers are not liable for any mud and/or other substances used in this Event harbouring some levels of naturally occurring bacteria which could lead to illness if ingested.
- I understand that I must cover open wounds prior to taking part in the Event.

### Timing Chips:

If Timing Chips are issued for this Event, I agree that I am responsible for the Timing Chip issued to me, and that if I lose it the Organisers will charge me \$30 towards its replacement.

### Photography and Film:

- I understand that under the Terms and Conditions I have consented to my likeness being used for the transmission of film and/or photography and/or social media and/or any other promotional collateral by the Organisers and/or their agents, including for the purposes of the transmission of footage on television.
- I agree that all photography or film that I capture of the Event will be for personal use only.

### Centaur Outdoor Events Agreement and Liability Waiver

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to register and/or participate in, including without limitation by observing, the activities for which I am registering (the "Event"), on behalf of myself and any personal representatives, assigns, heirs,

executors, successors and next of kin, I understand, agree, warrant and covenant as follows:

1. Authority to Register and/or to Act as Agent. I represent and warrant to Centaur Outdoor Events that I have full legal authority to complete the registration for the Event, including this Agreement and Waiver, on behalf of myself and/or any party for whom I am registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Centaur Outdoor Events refers to Centaur Outdoor Events Pty Limited and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Centaur Outdoor Events singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns.

If I am registering an incapacitated adult I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, I agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties.

2. Assumption of Risk. In consideration of the acceptance of my registration and participation in the Event, I assume full and complete risk and responsibility for any injury or accident which may occur during the Event, while I am on the premises of the Event, or while I am travelling to or from the Event. I understand and acknowledge that participating in the Event is a dangerous activity. I acknowledge and agree that the Event may be held over public roads and facilities open to the public during the Event and upon which hazards are to be expected. The Event may involve (but not limited to) on-road, off-road, sand, rough and/or loose surfaces, sometimes slippery surfaces, and a water course. There may be unmarked trip hazards and dangerous uneven tracks. I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury, mental injury, paralysis and death) and damage to me and my property. The hazards include, but are not limited to remoteness from assistance or medical aid, the nature of the Event including vehicle, pedestrian, and water traffic and hazards, actions of participants and spectators, weather conditions, hypothermia and heat exhaustion, condition or suitability of participant's equipment. In my judgment I have sufficient competence, experience and equipment to participate in this activity in a manner safe to myself and others.

3. I certify that I am physically fit and that I have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person that I cannot participate in the Event and that I have been given the opportunity by the organiser to attend a pre-Event briefing session.

4. In consideration of being allowed to participate in the Event, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):

a. WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from the Event the following person or entities: Centaur Outdoor Events, Event sponsors, volunteers, community organisations, all State, Federal and Local Government authorities in which the Event may be staged and the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for the Event;

b. INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 4(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my (or my team's) support crew or any person assisting me or my team;

5. I acknowledge that I am responsible for my personal possessions and equipment during the Event.

6. I understand and agree that in the first instance I am responsible for the provision of first aid to myself and those around me. As a competitor or support crew I am responsible for my timely removal from the course to a medical facility. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event accident, injury and/or illness as a result of my involvement in the Event.

7. I certify that the medical information supplied by me on the entry form is true and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of my participation in the Event, regardless of whether the treatment is given.

8. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Centaur Outdoor Events, its sponsors or assigns without payment or compensation.

9. I am responsible for my personal accident insurance and ambulance cover.

10. I acknowledge that the organisers reserve the right to alter the advertised course if conditions warrant. I agree that the organisers reserve the right to cancel the Event due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason so deemed by the organisers, and that my entry fee will be non-refundable.

11. If conditions warrant the cancellation or postponement of the Event, no refunds will be issued.

12. I agree to abide by the Event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.

13. Applicable Law; Consent to Jurisdiction. I agree that the statutes and laws of the States and Territories of Australian and New Zealand, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. I irrevocably consent that exclusive jurisdiction for any dispute with Centaur Outdoor Events relating to this Agreement and Waiver resides in the courts of Tamworth, New South Wales, Australia and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State or Territory in which the Event is held in connection with any such dispute including any claim involving Centaur Outdoor Events or its subsidiaries, affiliated entities, or entities that control or are controlled by Centaur Outdoor Events singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors, and assigns.

14. Severability. I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever:

- (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and
- (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

**Acknowledgement of Understanding:**

I agree to abide by the Event rules, and Terms and Conditions rules and directions of the officials and understand that I may be removed from the Event without refund should my behaviour or actions, in the opinion of the officials be reckless or bring the Event into disrepute. I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Centaur Outdoor Events or the INHERENT RISKS of the activity and event, to the greatest extent allowed by law.

**FULL NAME** \_\_\_\_\_ **D.O.B** \_\_\_\_/\_\_\_\_/\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_