

WAIVER & RELEASE FORM



WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK AND GRANT OF MEDIA RIGHTS FOR THE SNOWY MONARO REGIONAL COUNCIL YOUTH ADVENTURE SERIES ("EVENTS")

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY **CAREFULLY**. THIS WAIVER AND RELEASE OF LIABILITY IS A CONTRACT BETWEEN **YOU** AND **SNOWY MONARO REGIONAL COUNCIL (SMRC)**, ITS AFFILIATES, SUBSIDIARIES, AND EACH OF THEIR EMPLOYEES AND AGENTS ("**COUNCIL**") AND IT GOVERNS YOUR PARTICIPATION IN SKATEBOARDING, BMX, SCOOTER, RUNNING, MOUNTAIN BIKING, KAYAKING OR ANY OTHER ACTIVITIES THAT TAKE PLACE AT THE **EVENTS**. IF YOU AGREE TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY, SIGN THIS AGREEMENT.

IF YOU DO NOT AGREE, THEN DO NOT SIGN AND YOU WILL NOT BE ALLOWED TO PARTICIPATE.

Definitions:

ACTIVITIES means competing, officiating, observing, working for, skateboarding, BMX riding, scooter, running, mountain bike riding, kayaking or any other activity that takes place at the **EVENTS**.

RISKS include without limitation, the risks of death, catastrophic failure of equipment, falling, disability, injury, loss, damages, the unavailability of medical care, or the negligence or deliberate act of another person in the **EVENTS**.

I verify and acknowledge that I have full knowledge of the RISKS involved in participating in the ACTIVITIES.

Voluntary Assumption of Risk and Liability release and Indemnity:

In consideration for being permitted to participate in the, ACTIVITIES I agree to assume all risks associated with participation in the ACTIVITIES and to release in advance and hold harmless and discharge the Council, all affiliated organizations, individuals and entities, designated, sponsors, first-aid volunteers, officials, participants, technicians, any persons in any restricted area, participating communities, organizations, property owners or lessors, and all of their respective parents, subsidiaries, officers, directors, agents, employees and members from any liability and to waive my rights with respect to any and all claims for damages for death, personal injury or property damage, including but not limited to medical bills, lost wages, pain and suffering, loss of consortium, emotional distress, legal fees and court costs, which I may have, or which may hereafter accrue to me as a result of my participation in the, ACTIVITIES even though this liability may arise through no fault of my own, or from the negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. Except for disclaiming liability for which the Council is prohibited from disclaiming under law, the Council hereby disclaims any and all liability and warranties for the ACTIVITIES.

Name and Likeness Release:

I understand that the **EVENTS** may be photographed, videotaped, or otherwise recorded, and I hereby grant to Snowy Monaro Regional Council, The Shift and each of their respective successors, assigns, agents and licensees (collectively the "Recorders") permission to film, photograph, video

record and otherwise record my image, likeness, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording at the EVENTS (collectively the 'Recording') and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the EVENTS or the business of any of the Recorders or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. Recorders shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Recorders to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

Equipment and Facilities Inspection:

I agree that before I participate in the ACTIVITIES, I will independently inspect the related facilities and equipment. I will immediately advise Council of any unsafe condition that I have observed. I acknowledge that reasonable safety precautions are undertaken by Council such as supervision, helmet, and equipment safety checks, but such are of service to me and other participants and not a surety of safety.

Protective Equipment:

As a participant in the ACTIVITIES I agree to supply and wear my own suitable helmet, closed toe shoes or runners, plus a t-shirt and shorts as the minimum protective equipment requirement at all times whilst I am taking part in the ACTIVITIES.

Physical Fitness:

I have independently assessed the activities and I am physically fit to participate in the activities in which I have chosen to participate and have not been advised otherwise by a medical practitioner. I do not have any possibly relevant pre-existing medical or physical conditions, which have not been disclosed to Council and the activities organisers.

Medical Treatment:

I acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. If I should become injured while participating in the ACTIVITIES, I authorize the Council to secure medical assistance on my behalf and at my expense.

Personal Property:

I hereby acknowledge that I have the sole responsibility for my personal property during the EVENT.

Declaration:

I understand that, in the event that any one or more of the provisions contained in this Waiver and Release of Liability shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release of Liability, and the remaining portions shall remain in full force. I agree that this document shall be governed by the laws of the state/territory and country where the event occurs.

I further declare that I am eighteen (18) years old and legally competent to sign this waiver and release of liability, or I have acquired the written consent of my parent or guardian. I understand that these terms are legally binding, and I have signed this document of my own free act.

BY SIGNING BELOW, I DO HEREBY EXEMPT AND RELEASE THE COUNCIL FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OR ANY OTHER CAUSE OF ACTION, HOWEVER CAUSED, INCLUDING NEGLIGENCE, WHETHER PASSIVE OR ACTIVE.

Signature: _____

Participant's Name: _____

Address: _____

Phone: _____

Email: _____

Date and Location: _____

IF PARTICIPANT IS UNDER 18, A PARENT OR GUARDIAN MUST SIGN THIS WAIVER AND RELEASE IN THE NEXT SECTION. MINORS MAY NOT PARTICIPATE IN EVENTS OTHERWISE.

PARENT OR GUARDIAN CONSENT TO MINOR'S PARTICIPATION AND CONSENT TO THE WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AND GRANT OF MEDIA RIGHTS ON BEHALF OF MINOR PARTICIPANT IN EVENTS

The above Participant has my permission to participate in THE SNOWY MONARO REGIONAL COUNCIL ADVENTURE SERIES ("EVENTS"). I have read and agree to the Waiver and Release of Liability and Express Assumption of the Risk and Grant of Media Rights on behalf of the Participant and myself. I know of no physical or mental limitations which may restrict this Participant's participation in the EVENTS.

Signature of Legal Guardian: _____

Name of Participant's Legal Guardian: _____

Address: _____

Phone: _____

Email: _____

Date and Location: _____