



# Waiver Agreement

## GLOUCESTER MOUNTAIN MAN TRI-CHALLENGE

SUNDAY 11 SEPTEMBER 2016

**THIS AGREEMENT RELEASES THE GLOUCESTER MOUNTAIN MAN TRI CHALLENGE, ITS STAFF, SPONSORS, PARTNERS, AND CONTRACTORS OF LIABILITY, WAIVES YOUR LEGAL RIGHTS, AND DEPRIVES YOU OF THE RIGHT TO SUE US AND OTHERS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF A LAWYER IF YOU ARE UNSURE OF ITS EFFECT. PARTICIPANT WAIVER AND RELEASE OF LIABILITY - ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In exchange for *Gloucester Mountain Man Tri Challenge Committee (the 'organiser')* allowing me to participate in the *Gloucester Mountain Man Tri Challenge (the "event")*, defined below, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

**1. I AM FIT TO PARTICIPATE.** I hereby represent that I am in good health and in proper physical condition to participate in the *event*, I can swim 100m, understand basic first aid, can use a compass, can paddle a kayak, undertake a wet re-entry, possess all the mandatory equipment and that I am not under the influence of any prescription medication or have any pre-existing ailments which would in any way impair my ability to safely participate in the event. I understand that I can cease participation should I feel unsafe or not confident at any time.

**2. I UNDERSTAND THESE ARE DANGEROUS ACTIVITIES.** I understand and acknowledge that the *event* and its course and challenges are inherently dangerous and I can be seriously injured by participating. *Event* activities include, but are not limited to, climbing, running, crawling, swimming, wading, paddling, pushbike riding and physical activities. I understand that my participation will involve a variety of strenuous physical activities across varied landscapes and in water and a variety of natural landscape. The risks of these activities include, without limitation, falling; collisions; abrasions; the use/misuse/malfunction of equipment; overexertion, aggravation of pre-existing injuries and medical conditions, inadequate physical conditioning; the negligence of other participants and other persons who may be present; permanent disability, paralysis and loss of life; damage to property, or to third parties; equipment failure; participants of varying skill levels; situations beyond the immediate control of *The Gloucester Mountain Man Tri Challenge Committee*; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks").

- I understand that although the risk of harm may be limited by safety equipment, safety procedures, procedures and assistance from the *organisers* personnel, risks will never be eliminated.

- I understand that it is likely that I will experience fear and be pushed physically and mentally.

- I understand that there will be physical challenges that involve climbing, crawling, running and wading.

- I understand that the *organiser* cannot guarantee the quality of the water on the course.

- I have also carefully read and understood the instructions for the *event* and agree that I will abide by and follow safety procedures and instructions issued by event staff and on signage at all times.

**3. I ASSUME THE RISK.** I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the *event*, or the acts, inaction or negligence of the Released Parties, as defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the *organisers* activities.

- I understand that I am responsible for my own property/equipment and any property/equipment (without limitation) that I bring to the *event* is at my own risk and release the *organiser* and its officers, employees, agents and contractors from and against any claim or liability in relation to loss of or damage to such property, even where such loss or damage is caused by negligence, default or breach of contract by the *organiser* (or its officers, employees, agents and contractors).

**4. I ACCEPT** The communications, search, rescue and medical aid arrangements put in place by the *organisers*. 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 participant I am responsible for myself or my team's timely removal from the course to a medical



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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.

**5. I RELEASE AND INDEMNIFY The *organiser*.** I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless the following parties: **Gloucester Mountain Man Tri Challenge Committee, its agents, owners, employees, contractors, and all other persons or entities acting on the organisers behalf, loss or expense (including court costs and attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the *organisers* activities or use of *organisers* equipment or facilities including claims for liability cause in whole or in part by the negligence of the Released Parties.**

**6. I ALLOW PHOTOS.** I grant the *organiser*, its owners, employees, agents, and any other persons acting on its behalf, the irrevocable right and permission to photograph and/or record me while participating in the event and to use the photograph and/or recording without name identification for advertising and promotional purposes, in any manner, and in all media formats now or hereafter known, in perpetuity throughout the world, without restriction. I waive any right to inspect or approve the use of any photographs or recordings, and acknowledge and agree that the rights granted in this release are without further consideration and additional compensation of any kind. All such photographs and/or recordings shall be the exclusive property of the *organiser*.

**I AGREE.** I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my minor children, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

- I agree to exhibit appropriate behaviour at all times, obey all event rules and directions of officials.
- I agree that in the event of cancellation of the *Event* due weather conditions, natural disaster, "acts of god", terrorism, war or any other reason so deemed by the organisers, that my entry fee will be non-refundable.
- I acknowledge that the organisers reserve the right to alter the advertised course if conditions warrant. If conditions warrant the cancellation or postponement of the *Event*, no refunds will be issued.
- I agree to abide by the *Event* rules and directions of officials and 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 certify that I will be 12 years of age or older on the day of the Event.
- 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.
- I understand that my entry may be voided if through my actions or behaviour, in the opinions of the organisers, I have broken these rules or brought the event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.

NAME

COMPETITOR NUMBER

*Print*

AGE

DATE OF BIRTH

SIGNATURE

DATE