

# Titan Macquarie Mud Run Incorporated

PO Box 33, DUBBO NSW 2830 ABN:43 342 057 332

## ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

### DUBBO 2022

**Participant name:** \_\_\_\_\_

**Participants: Read this document carefully before signing, this document has legal consequences and will affect your legal rights and will eliminate your ability to bring future legal actions.**

I understand that, by accepting the Terms and Conditions by ticking the box below, I am legally agreeing to all of the following statements in exchange for being permitted to participate in the TITAN MACQUARIE MUD RUN, (hereafter referred to as the "TMMR").

1. I acknowledge and accept that participating in TMMR is an inherently dangerous activity that includes all manner of extreme obstacles and activities both natural and man made and may include, but is not limited to climbing, rope swings, running, swimming, mud and water activities, and other various unspecified activities and these constitute a dangerous recreational activity pursuant to the Civil Liability Act, 2002 and that participation in the event and related activities involves a significant risk of physical and mental harm or personal injury including permanent disability and/or death. I am aware of the hazards involved in participating in the event, due to the nature of the event, which include, but are not limited to, vehicle and pedestrian traffic, actions of participants and spectators, weather conditions, animals and wildlife, hypothermia or heat exhaustion, slippery and uneven surfaces or suitability of participants equipment. I acknowledge and accept that any such injury may result not only arise from my actions (including physical exertion) but also from the actions, omissions or negligence of others. The risk of injury and/or death from the activities involved in TMMR and its related events is significant including, but not limited to the following: drowning; near-drowning; sprains; strains; fractures; heat and cold injuries; over-use syndrome; injuries involving vehicles; animal bites and/or stings; contact with poisonous plants.

2. I warrant I have sufficient and necessary competence, experience and equipment to participate in all event activities in a manner safe to myself and others. I acknowledge that further risks of participating in the event include, but are not limited to, the remoteness of the event from medical aid and professional assistance.

3. I understand that I am strongly advised to consult a medical practitioner prior to participating in TMMR, especially if I am pregnant, disabled, or have recently suffered any illness, injury or impairment. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained (including being able to swim 50 meters) to safely participate in TMMR, and hereby represent that on the date of the event I will be in good health and proper physical condition and that I have no known physical, medical or mental conditions that would affect my ability, or that would result in my participation creating a risk of danger to myself or others, which is greater than the risk assumed by a healthy person of a similar age as me. I further warrant I have not been advised or cautioned otherwise by a medical practitioner not to participate in the event.

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

5. I Understand that TMMR is the exclusive occupier and not the owner, of the activity site, which may include public land, and understand and agree that the owner of the activity site owes no duty of care or contractual obligations to you.

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## **ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

### **DUBBO 2022**

6. I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at the event. I agree that I am solely responsible for my personal possessions and equipment before, during and after the event.

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

(a) to the maximum extent permitted by law, agree that TMMR including its officers employees, agents, events 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 which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personnel shall not be liable to any person whether in contract tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by me, whether consequential, direct or indirect, caused by or connected with my participation in the activity (collectively referred to as the harm), including harm suffered by me due to any persons negligence.

(b) irrevocably indemnify and hold harmless the persons or entities mentioned in paragraph 7.(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused, arising as a result or in connection with, directly or indirectly, my participation in and travelling to and from the event, including any claim by my (or my teams) support crew or any person assisting me or my team.

8. I accept the event policies relating to communications, search, rescue and medical aid arrangements and all other policies published by the organisers and each of which will be made available on my request.

9. I understand that the organisers public liability insurance is limited and does not (and is not required by me to) cover or protect me from any injury or damage I cause, whether to me or to others, or any loss I sustain or caused by me whilst participating in the event (and before and after the event) and I am strongly advised to obtain and am responsible for obtaining my own insurances and cover (including general medical insurance, personal accident insurance and ambulance cover).

10. I agree to act appropriately at all times at the event, including obeying all laws, regulations, event rules and directions of officials and 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, any law or regulation 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.

11. I understand that the organisers reserve the right to alter the advertised course, close or withdraw obstacles, to postpone, reschedule or cancel the event if conditions warrant it or otherwise at the organisers sole discretion, including for the following reasons: if natural or man-made emergencies make administering the event unreasonably due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason (at the organisers sole discretion), and that my entry fee will be non-refundable.

12. I grant permission to TMMR (and its affiliates or contractors) to record and photograph my involvement in the event (the Recordings) and to use such Recordings (including all content on those Recordings) in any media and for any purpose without crediting me and without payment and/or compensation to me. The Recordings are the sole property of TMMR to use for any purpose, including but not limited to promoting, advertising and marketing activities. To the extent I may own the Recordings or any content in the Recordings; I hereby assign the Recordings and such content to TMMR.

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## ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT DUBBO 2022

**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of claims:**

1. WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the TMMR or connected with the Events.

***I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.***

(Typed or printed legibly)

LAST NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

MIDDLE INITIAL \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

DATE \_\_\_\_\_

### **EMERGENCY CONTACT INFORMATION (required)**

EMERGENCY CONTACT NAME \_\_\_\_\_

HOME PHONE \_\_\_\_\_

MOBILE/WORK PHONE \_\_\_\_\_

### **MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)**

The undersigned, \_\_\_\_\_ (PARENT/GUARDIAN NAME), referred to as the parent(s) and natural guardian(s) or legal guardian(s) of \_\_\_\_\_ (CHILD NAME), does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

PARENT/GUARDIAN NAME (please print) \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

RELATIONSHIP TO MINOR \_\_\_\_\_