

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT – OBSTASPLASH

ACKNOWLEDGEMENT, WAIVER AND RELEASE COMPETITORS WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY. ALL COMPETITORS MUST ACCEPT THESE CONDITIONS.

In consideration for receiving permission to participate in the event ObstaSplash, I hereby FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ObstaSplash, and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, volunteers and/or the registered proprietor of the land and any of its affiliates upon which the event is held including the Shire and event venue (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises/land where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities of ObstaSplash, and that ObstaSplash is a dangerous activity. The Event will involve running, jogging, walking, swimming and water activities. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to myself and my property by the way of and not limited to contact or collision with persons or objects (e.g., collision with spectators or course personnel, participants, obstacles both man made or natural and vehicles both parked or moving), contact or machinery or buildings, and contact with natural or man-made fixed objects or obstacles, weather conditions including heat and cold. I understand that I may encounter problems with obstacles or obstacles that have moved or failed and or become slippery and wet from the use of those participants before me. And such problems will further increase the risk of injury as detailed above. I further understand that part or all of any obstacle may become broken, defective or inadequate and that unexpected equipment failure and or imperfect course conditions may occur and that weather conditions may also have an adverse effect on obstacles and the course.

I understand that ObstaSplash does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including permanent injury, mental injury, paralysis and death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. I further understand that I am not required to complete or attempt any obstacle I do not wish to do so. And I will walk around and not attempt any obstacle that I do not feel comfortable or have the ability to complete.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I certify that I am physically fit, and have trained sufficiently for participation in ObstaSplash. I understand there may be water obstacles and that I can swim at least 50 meters in outdoor conditions whilst clothed. I have not been advised otherwise by a qualified medical person that I cannot participate in the Event, and have full opportunity to pull out of all or any part of the course I see fit. I fully understand that I am not forced to attempt or complete any challenge or obstacle before me.

I understand that I am solely responsible to monitor my own health, wellbeing and condition throughout the event. And should I feel unfit to continue or by continuing will worsen my condition that I will cease to continue and inform a member of the ObstaSplash crew or its support staff of my actions and intent to discontinue.

I acknowledge that ObstaSplash has in place insurance which covers public liability only and not myself whilst participating in this event. I fully understand that I am responsible for my personal accident insurance and ambulance cover, and that I need to make my own arrangements to take out such appropriate cover. I also understand that I should read the Product Disclosure Statement of any prospective insurance provider before obtaining insurance.

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 I am responsible for myself or my team's 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 of accident, injury and/or illness as a result of my involvement in the Event. I agree to assume all costs of emergency medical care and transportation.

I accept that I will not leave the boundaries of the land in which the event is held, climb over fences, gates or boundary lines into or on other land titles. I also understand and confirm that no pets or animals are to be brought by me or any persons affiliated with me to the event and/or on any of the lands in which the event is held, with the exception of licensed guide dogs or such.

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

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.

I certify that I am not, and on the date of the event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the event. I further, understand that alcohol consumption is not permitted on the grounds before during or after the event in which the event is held

Photography: I understand that any and all photographs, video pictures, recordings, and/or likenesses of me captured during the event by ObstaSplash or its affiliated entities or contractors, and/or the media become the sole property of ObstaSplash. I agree to allow my, video pictures, recordings, and/or likenesses of me captured during the event to be used for any legitimate purpose by ObstaSplash, its sponsors, entities or contractors without payment or compensation.

Delay or Cancellation: I acknowledge that ObstaSplash and its organisers at its sole discretion may delay, modify, or cancel the advertised course and event if conditions either natural or man-made, acts of god, terrorism or any other reason deemed necessary will make administering the event unreasonable difficult or unsafe.

In the event of a delay, modification, or cancellation as described above, I understand that I will not be entitled to a partial or full refund of my entry fee or any other costs incurred in connection with the event.

I agree that all entry fee payments are final and non-refundable

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I understand that I am willingly and voluntarily participating in the event. If under the age of 18 a legal parent or guardian has signed on my behalf and accompany me on the course and take full responsibility of my participation.

Do you have private health insurance? (Please circle the appropriate)

Yes (please provide details of fund) _____

No

Participant Name: _____

Participant Signature: _____

Date: _____

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this DATE _____

WITNESS SIGNATURE

WITNESS NAME
