

Waiver Form

Please return a completed form PER Water Sport participant to Give Where You Live events@givewhereyoulive.com.au PRIOR to event day or participants will not be able to attend.

PART ONE

TERMS OF ENTRY

PURPOSE

- 1.1. These Terms of Entry apply in respect of the Participant's entry into the Event and are incorporated into the Entry Form.
- 1.2. Any additional Event rules and regulations stipulated by the Supplier on the Supplier's website at www.givewhereyoulive.com.au are expressly incorporated into, and are governed by, these Terms of Entry.
- 1.3. These Terms of Entry shall be construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of Victoria.
- 1.4. No amendment to these Terms of Entry shall be effective unless agreed to by the parties in writing.

PARTICIPATION IN THE EVENT

Participants 18 Years of Age or Above

A Participant who is 18 years of age or above is ineligible to participate in the Event unless they have completed and served on the Supplier part two of these Terms of Entry.

Participants Under the Age of 18

A Participant who is under the age of 18 is ineligible to participate in the Event unless they have obtained prior written consent from their guardian to compete.

The consent required under clause 2.2.1 must be given by the Participant's guardian completing, and serving on the Supplier, part three of these Terms of Entry.

ACKNOWLEDGEMENT OF RISKS

- 1.5. The Supplier will take all reasonable steps to ensure that the Event is conducted in a safe manner so as to minimise the risk of injury or death to the Participant, however, the Participant acknowledges and agrees that:
 - 1.5.1. The Event is an Extreme Sport and, as such, has inherent dangers and risks, including risk of injury or death to the Participant;

due to the nature of the Event, it would be unreasonable for the Supplier to be in any way responsible for any injury to, or death of, the Participant;

they will participate in the Event freely, voluntarily and absolutely at their own risk and with a full appreciation of the nature and extent of all risks involved in the Event.

PARTICIPATION IN EVENT

In participating in the Event, the Participant agrees to:

- Comply with the Event rules and regulations stipulated by the Supplier.
- Allow their photograph, video, multimedia or film likeness to be used for any legitimate purpose by the Supplier, sponsors or others.

CANCELLATION OR POSTPONEMENT

The Supplier may, in its absolute discretion, delay, postpone or cancel the Event due to inclement weather or any other unforeseeable reasons.

ACKNOWLEDGEMENT

The Participant acknowledges and warrants that they:

- 1.6. have disclosed all information requested in the Entry Form;
- 1.7. possesses all qualifications stipulated by the Supplier as prerequisite qualifications for participation in the Event;
- 1.8. are physically fit to compete safely in the Event and have not received medical advice to the contrary.

MEDICAL TREATMENT

The Participant irrevocably consents to receive medical treatment that may be considered by the Supplier advisable or necessary in the event of injury, accident and/or illness during the Event, including ambulance assistance or hospitalisation.

EXCLUSION OF CONSUMER GUARANTEES

Under the ACL, several consumer guarantees are implied into contracts for the supply of certain goods and services to a consumer. These consumer guarantees cannot be excluded, restricted or modified by the Supplier or the Participant. These consumer guarantees mean that the Supplier is required to ensure that the recreational services it supplies to the Participant are:

- Rendered with due care and skill;
- Reasonably fit for any purpose which the Participant, either expressly or by implication, made known to the supplier; and might reasonably be expected to achieve any result the Participant has made known to the supplier.
- Under section 22 of the FTA, the Supplier is entitled to ask the Participant to agree that the statutory guarantees referred to in clause 8.1 do not apply to the Participant. If the Participant signs these Terms of Entry, they will be agreeing that their rights to sue the Supplier under the FTA if they are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Terms of Entry.
- Subject to clause 8.2, no other provision in these Terms of Entry is intended to, or should be read as, limiting or excluding the operation or effect of the application of any provision of the ACL that cannot be excluded or limited.
- To the extent permitted by law, all other guarantees, warranties, undertakings, or representations expressed or implied, whether arising by statute or otherwise, which are not given in these Terms of Entry or stipulated by the Supplier on the Supplier's website at www.givewhereyoulive.com.au, are expressly excluded.

Liability & Waiver

The Participant hereby, to the fullest extent permitted by law, waives all of their legal rights of action against, and fully releases the Supplier for any injury to, or death of the Participant howsoever arising out of or in relation to the participation by the Participant in the Event, including without limitation, liability for any negligent or tortuous act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Supplier, its office bearers, directors, employees or agents.

This waiver shall bind the Participant and their executors.

Effect on Insurance

The Participant acknowledges and accepts that:

By accepting these Terms of Entry the Participant waives their rights to sue the Supplier if they are killed or injured because the services were not provided in accordance with the statutory guarantees referred to in clause 8.1;

The Supplier highly recommends that the Participant obtain ambulance cover and personal health insurance to cover any accident or injury or other risk the Participant is exposed to during participation in the Event; and

By accepting these Terms of Entry any insurance policy that covers the Participant for death or personal injury may be affected.

Warning

The Participant acknowledges and accepts the following warning where the reference to “you” means the Participant and “form” means these Terms of Entry:

Under the AUSTRALIAN CONSUMER LAW (VICTORIA) several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you;—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing an act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3) (b) of the Australian Consumer Law and Fair Trading Act 2012.

DEFINITIONS

ACL means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);

Event means **Geelong Riverfest 2015**;

Entry Form means the registration form completed as part of the registration process including but not limited to all contact details, medical information and emergency contact;

Extreme Sport means a sporting activity that is physically hazardous and involves significant risk of injury or death;

FTA means the Australian Consumer Law and Fair Trading Act 2012 (Vic);

Participant means the person named in the Entry Form as the person wishing to participate in the Event;

Supplier means Give Where You Live and/ or any affiliated entities.

Terms of Entry means these Terms of Entry, together with any rules and regulations stipulated by the Supplier on the Supplier's website at <http://www.givewhereyoulive.com.au/>.

**PART TWO:
COMPETITORS 18 YEARS OF AGE & ABOVE**

I,, being the person named in the Entry Form hereby acknowledge and agree that:

1. I have read and understand the whole of these Terms of Entry and the Entry Form;
2. I wish to participate in the Event;
3. there are risk and dangers involved in participation in the Event that may cause my death or my personal injury;
4. by signing these Terms of Entry I waive my rights to sue the Supplier for losses relating to my death or my personal injury; and
5. signing these Terms of Entry may have an effect on any insurance policy that covers me for death or personal injury.

SIGNED by the said **[NAME OF PERSON]** in the presence of:

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Witness

Date:

**PART THREE:
COMPETITORS UNDER THE AGE OF 18:**

I,, being the parent or guardian of, being the person named in the Entry Form hereby acknowledge and agree that:

1. I have read and understand the whole of these Terms of Entry and the Entry Form and have explained it to the person named in the Entry Form;
2. there are risks and dangers involved in participation in the Event that may cause the Participant's death or personal injury; and
3. by signing these Terms of Entry I understand I waive the Participant's rights to sue the Supplier for losses relating to the Participant's or personal injury.
4. signing these Terms of Entry may have an effect on any insurance policy that covers the Participant for death or personal injury.
5. I consent to the person named in the Entry Form participating in the Event; and

In consideration of the person named in the Entry Form being accepted to participate in the Event, I agree to release and indemnify the Supplier, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, in the same manner and to the same effect and extent as if I were the person named in the Entry Form and the person participating in the Event.

SIGNED by the said **[NAME OF PERSON]** in the presence of:

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Witness

Date: