

# Participant Waiver Form, Acknowledgement and Release for Surf Coast Trek 2026

## DECLARATION AND WAIVER

### 1. Definitions

In this Participant Waiver Form, unless the context requires otherwise:

- (a) **Agreement** means this Participant Waiver Form;
- (b) **ACL** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (c) **Event** means Surf Coast Trek 2026;
- (d) **I** Refers to the Participant;
- (e) **Organiser** means Give Where You Live Foundation and Kids Plus Foundation;
- (f) **Participant** means the person named in the Entry Form as the person wishing to participate in the Event;
- (g) **Participant Waiver Form** means this Participant Waiver Form, Acknowledgement and Release for Surf Coast Trek; and
- (h) **Supplier** means Give Where You Live and/ or any affiliated entities.

2. In consideration of the Organiser accepting my entry to participate in the Event, I hereby irrevocably acknowledge my acceptance of and agreement to the terms of this Participant Waiver Form.

3. If the Participant is under the age of 18 years at the time of agreeing to the terms of this Participant Waiver Form, then the following shall apply:

- (a) this Participant Waiver Form must be accepted and entered into by the Participant's legal **guardian** on behalf of the Participant;
- (b) by agreeing to the terms of this Participant Waiver Form on behalf of the Participant, the legal guardian:
  - (i) acknowledges and agrees to be bound by the terms and provisions of this Participant Waiver Form on behalf of the Participant;
  - (ii) warrants that they are the legal guardian of the Participant and are authorised to act on behalf of the Participant;
  - (iii) agrees that the Organiser will be entitled to enforce the provisions of this Participant Waiver Form against the legal guardian as if they were the Participant (and in respect of any claims brought by the Participant or the legal guardian against the Organiser); and
  - (iv) indemnifies the Organiser against any claims, liabilities or losses arising from the Participant's involvement in the Event to the extent permitted by law.

4. I acknowledge that the Event and any associated training (including but not limited to any training walk(s) organised by the Organiser or Mick O'Malley) involve certain inherent risks of injury or even death from various causes including but not limited to walking or running on roads and uneven, steep or rocky surfaces in the open natural environment and under prevailing weather conditions. I am aware of the hazards involved and engage in the activity at my own risk.

5. I acknowledge that participation in the Event involves the risk of significant physical harm or personal injury (including permanent disability and/or death) to participants and that any such injury or loss may result not only from the actions of the Organiser, its employees, agents and volunteers but also from the actions, omission or negligence of a third party.
6. I acknowledge that the Event is a "recreational service" as defined in the ACL and any liability of the Organiser (including for death or personal injury of the Participant) arising out of a failure by the Organiser, its employees, agents or volunteers to comply with any consumer guarantees under the ACL is excluded to the maximum extent permitted by the ACL.
7. I acknowledge that I must follow all directions given to me by the employees, volunteers or representatives of the Organiser in the running of the Event.
8. I acknowledge that to the maximum extent permitted by law, the Organiser is excluded from any liability to me, including for negligence (and whether or not loss or damage suffered by me has occurred to my person or my property). Where such liability cannot be excluded at law, the liability of the Organiser is limited to the maximum extent permitted by law.
9. I acknowledge that the Organiser shall not be responsible to me for any punitive, exemplary, incidental, special or consequential damages including, but without limitation loss of profits, loss of revenue, loss or denial of opportunity, indirect/remote/abnormal or unforeseen loss or any similar loss whether or not in the reasonable contemplation of the Organiser or me.
10. I acknowledge that the activity may be physically demanding in some susceptible individuals and may involve exposure to the natural elements and extreme weather and other circumstances over which the Organiser has no control and the Organiser shall have no liability for such circumstances.
11. I certify that I am physically fit, have sufficiently prepared for participation in the Event and/or any training walks offered and have not been advised otherwise by a qualified Medical Professional. I am not suffering from a medical condition that would make me unfit to participate in the Event.
12. I acknowledge that it is my responsibility to notify the Organiser of any medical conditions, allergies and/or medications I may be required to take and of any emergency contact details on this Participant Waiver Form.
13. I further acknowledge that having been advised of the associated risks, I wish to undertake the Event and hereby release and hold harmless the Organiser (and its related entities), its employees, agents and volunteers from any suit/demand/claim or for any loss or damage arising as a consequence of or in connection with my participation in the Event. I also acknowledge that I was given the opportunity to attend pre-event training sessions and to read comprehensive training advice and rules and guidelines on the Event website prior to participating in the Event.
14. I release and hold harmless, the Organiser, its staff, agents, contractors, sponsors and volunteers involved in the Event, from any and all liability, loss, expenses, claims or actions arising as a consequence of death, personal injury disablement, injury, property theft or other loss or injury, whatever and however occurring, which I may suffer as a result of, or in connection with my participation in the Event.
15. I acknowledge that this Participation Waiver Form operates jointly and severally in favour of the Organiser, its related entities, contractors, employees, agents, volunteers and other stakeholders involved in the running of the Event (including paramedical personnel) and any other person involved in the running, controlling or delivery of the Event.
16. I acknowledge that the activity may be conducted at a site that is remote either by time and/or distance from a medical facility or hospital and the associated risks with this.

17. I understand that the terms herein are contractual, serious, not a mere recital and form the basis of the Agreement by which I participate in the Event and that I have signed this Agreement of my own free act.
18. I further acknowledge that I have been advised by the principals, servants and/or agents of the Organiser and the Event of the risks associated with the activities and to the maximum extent permitted by law, I have voluntarily assumed those risks.
19. I understand that nothing in this Agreement limits or excludes provisions made in the ACL or other applicable legislation and that despite my signing of this Agreement, I will still have the benefit of such consumer protections that cannot be excluded.
20. I further acknowledge that this Agreement may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.
21. I acknowledge that the Organiser strongly recommends that as an individual I arrange for the appropriate Ambulance Cover, in case of emergency, and that Personal Accident Insurance is also recommended to be taken out by me.
22. I consent to receive medical treatment which may be deemed necessary in the event of my injury/accident/illness during the Event. I understand that treatment requested from allied health volunteers is at my own risk, and that my details will be forwarded to the Organiser.
23. I understand that the medical history and personal information collected as part of the registration process for the Event will be collected, stored securely and will be made available to the Event medical and first aid staff. It will only be used to help staff look after me if I need help and care. Some of this information might be passed to the Organiser who may need some of the information to assist with my care and evacuation. If I am evacuated from the Event by Emergency Services, a copy of my background information plus any new data entered by Event staff will be supplied to the Emergency Services staff to enable my continued care.
24. I acknowledge that the event organisers may re-route, delay, or cancel the event due to weather conditions, natural disaster, terrorism, war or any other reason so deemed by the Organiser as unsuitable. I also acknowledge that given the nature of the event, logistics and third parties involved – to merely postpone the Event would not be possible.
25. I acknowledge that if the event has to be rescheduled or cancelled for reasons outside of the control of the Organiser that my entry fee will be refunded but that the fundraising amounts are non-refundable.
26. I have read and understood the Surf Coast Trek Terms & Conditions document listed on the Organiser's website.
27. I further state that I am of lawful age and legally competent to sign this Agreement.
28. I understand that during the event or related activities I may be photographed or filmed. I agree to allow my photography, video or film likeness to be used for any legitimate purpose (including social media platforms, the Organiser's website and newsletters) by the Organiser, the sponsors and or assigns. The same is also agreed to the use of any testimonial given by me in respect of the Event.

I acknowledge that by selecting the tick box acknowledging my agreement to this Participant Waiver Form at the time of purchasing a ticket to participate in the Event, I am agreeing to be bound by the terms of this Participant Waiver Form and the Organiser will be entitled to enforce the provisions of this Participant Waiver Form in respect of my participation in the Event.