



## NUMINBAH VALLEY EVENTS PTY LTD

### WAIVER AND INDEMNITY

- 1) I understand that participating in the Raw Challenge adventure Obstacle Course (Event) organised by Numinbah Valley Events Pty Ltd (ACN 612 828 314) (Numinbah Events) from time to time is an inherently dangerous activity that presents extreme obstacles, including, but not limited to mud pits, swimming, climbing over walls/hurdles, crawling through pipes, walking over balance beams swinging across monkey bars, climbing over cargo nets, crawling under cargo nets, sliding down a slide into a mud pit, climbing over a mound of tyres, run over giant air pillows, lifting and carrying sand bags which may weigh up to 20kg, climbing over hay stacks, crawling underneath barb-wire, mud pits, heights, jumping into water, water crossings, steep hills and uneven terrain. No climbing will be greater than 12 metres. Participant safety is paramount and participants can elect to by-pass any obstacles that they do not feel confident in completing. Safety marshals will patrol each event.
- 2) I understand that participating in the Event involves the risks of physical injury and/or death and therefore I voluntarily assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others including falls, illness, infection, contact with others (including participants, staff or spectators), completing any and all obstacles, defective equipment, the effects of weather (including high heat and/or humidity), health risks (including but not limited to overexertion, dehydration, fatigue, lack of fitness or conditioning).
- 3) I agree to comply with all posted rules and warnings during the Event and follow any instructions or directions given by any employees, representatives or agents of Numinbah Events.
- 4) I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination and that the Event may contain wild animals, insects and plants.
- 5) I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous. If I am pregnant, disabled in any way or have recently suffered an illness, injury or impairment, I should have or did consult a physician before participating in the Event.
- 6) I agree not to consume alcohol prior to the Event or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event.
- 7) I consent to medical care and transportation in order to obtain treatment in the event of injury to me during the Event, as volunteers or medical professionals may deem appropriate.
- 8) I understand that this document extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury to me.
- 9) I understand and agree that I am expected to exhibit appropriate behaviour at all times and to obey all local, state and federal civil and criminal laws at all times while participating in or attending the Event.
- 10) I understand that Numinbah Events, including its employees and agents can dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, another person, facility or property of any kind. I also agree to indemnify Numinbah Events, its past and present employees and agents, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
- 11) I agree that Numinbah Events are not responsible for any personal items or property that is lost, damaged or stolen at the Event.
- 12) I consent to the use of my image in photographs, motion pictures, or recordings taken at the Event for use in the advertising, marketing or promotion of the Event or any other event being conducted by Numinbah Events. I also assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of me during the Event to Numinbah Events.
- 13) I agree that all entry fee payments are final and non-refundable.
- 14) I agree that Numinbah Events reserves the right to cancel the Event in the event of extreme weather or for any reason that will protect the safety and security of the participants and spectators.
- 15) I am at least 18 years old OR I am at least 7 years old and my Parent/Guardian has reviewed this waiver and consented to its terms.

## WAIVER AND RELEASE OF CLAIMS

- 1) I understand that Numinbah Events is committed to conducting the Event in a safe manner and holds the safety of participants in the highest regard and that Numinbah Events attempts to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety.
- 2) I am solely responsible for determining if I am (or my minor child is) physically fit and/or sufficiently skilled for the Event.
- 3) I recognise and acknowledge that there are risks of physical injury to participants in the Event, and I freely and voluntarily agree to assume the full risk of any and all injuries that I (or my child) may sustain as a result of participation in the Event.
- 4) I assume all risks and hazards incidental to such participation in the Event, and I waive and indemnify Numinbah Events, its officers, employees, agents and representatives, for any claim (of any nature) arising out of an injury to me (or my child) and from any and all claims arising out of or connected with my (or my child's) participation in the Event.
- 5) I agree to release, and not make any claim (of any nature) against Numinbah Events arising as a result of, or in connection with, my participation in the Event.

**I acknowledge that I have read and fully understood the important information above and agree to the terms of this document.**

**Full Name (print)** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## CONSENT OF PARENT OR GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18

- 1) I am the parent or guardian of the below named participant (Minor).
- 2) I acknowledge that I have read and fully understood the information above, and agree to the terms of this document.
- 3) I give my approval for the Minor's participation in the Event.
- 4) In doing so, I agree to assume all risks and hazards incidental to the Minor's participation in the Event and I release and indemnify Numinbah Events, its officers, employees, agents, and representatives for any claim arising out of an injury to the Minor and from any and all claims arising out of or connected with the Minor's participation in the Event. I also, on behalf of the Minor and myself, release Numinbah Events and will not make any claim (of any nature) against Numinbah Events arising as a result of, or in connection with, the Event.
- 5) I acknowledge I have carefully read, understood, accepted and agreed to the terms of this document.

**Minors Full Name (Print)** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

**Parent/Guardian Name (print)** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_