

## Participant Waiver

This document signed by any participant is taken to be an acknowledgement and acceptance that Max Adventure Pty Ltd offers recreational services and activities (as defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law). The participant acknowledges that this document constitutes a 'risk warning' in accordance with the relevant legislation including the *Civil Liability Act 2002 (NSW)* and agree that they have chosen to participate in the services of Max Adventure Pty Ltd on their own volition and in accordance with Max Adventure Pty Ltd's terms and conditions and this document.

In this document:

- (i) "Organiser" and "the Organiser" means Max Adventure Pty Ltd (ACN 646 507 075) or assignees.
- (ii) "Event" means **Great Adventure Challenge** event including all categories and course options and locations.

1. I understand and acknowledge that participating in the **Great Adventure Challenge** is an inherently dangerous activity. I have properly read and understood the details of the Event, including the potentially hazardous activities required to be undertaken. The Event may involve mountain biking, kayaking, trekking, swimming, running, navigation, traversing isolated and remote tracks, and other unspecified surprise activities, and may also include slippery surfaces, unmarked hazards, dangerous cliffs and dangerous wildlife. I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury, mental injury, paralysis and death) and damage to my property. The hazards include, but are not limited to:

- (i) remoteness from assistance or medical aid;
- (ii) the nature of the Event including vehicle and pedestrian traffic, collision and contact with other participants;
- (iii) actions of participants and spectators;
- (iv) weather conditions;
- (v) hypothermia and heat exhaustion;
- (vi) physical exertion; and
- (vii) the condition or suitability of participant's equipment.

In my judgment I have sufficient competence, experience and equipment to participate in all Event activities in a manner safe to myself and others.

2. I confirm that I am physically fit and that I have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person that I cannot participate in the Event. I have been given the opportunity by the Organiser to attend a pre-event briefing session. I acknowledge that I must, and I agree that I will, disclose to the Organiser any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage as soon as I become aware of such condition.

3. I acknowledge that the Organiser relies on information provided by me, and that all such information is accurate, up to date and complete.

4. I will not at any stage during the day(s) of the Event consume alcohol or any mind-altering substances. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substances before or during the Event. I accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. I accept that the Organiser retains the sole discretion to deny my participation in the Event due to actual or reasonably suspected consumption of alcohol or any mind-altering substances.

5. I agree to abide by the Event rules and directions of officials. In particular, I acknowledge that I must wear an approved helmet at all times while cycling during the Event, and at other times when directed by officials. The helmet must comply with the Australian and New Zealand Standard AS/NZ2063, be properly fitted and securely fastened. If I fail to comply with the Organiser's rules and/or directions, I will not be permitted to participate or to continue to participate and no refund will be given.

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

### 6a. WAIVE, RELEASE AND DISCHARGE:

- (i) Max Adventure Pty Ltd. and its assignees;
- (ii) Event sponsors;
- (iii) Event producers;
- (iv) volunteers;
- (v) community organisations;
- (vi) all State, Federal and Local Government authorities in which the Event may be staged; and
- (vii) the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for the Event,

from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from the Event;

6b. INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 6(a) from any and all liabilities, claims or actions (including negligence) whatsoever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my (or my team's) support crew or any person assisting me or my team;

6c. Agree that, to the maximum extent permitted by law, my right to sue for personal injury and death or damage to property caused by any breach (that does not constitute a reckless breach by the Organiser) under any applicable legislation are excluded.

7. I acknowledge that I am responsible for my personal possessions and equipment during the Event, including but not limited to any required running repairs to my equipment. I acknowledge that the Organiser retains the sole discretion to withdraw me from the Event at any stage should my equipment become unusable or be deemed by the Organiser as unsafe and/or unfit for use.
8. I accept the communications, search, rescue and medical aid arrangements put in place by the Organiser. I understand and agree that I may be required to administer my own first aid due to remoteness and limited availability of medical aid services. As a competitor or support crew I am responsible for myself or my team's timely removal from the course to a medical facility. If I suffer any injury or illness, I agree that the Organiser may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.
9. I confirm 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.
10. I acknowledge that the Event arranged insurance covers public liability and not myself whilst participating in this event. I am responsible for my personal accident insurance and ambulance cover.
11. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Max Adventure Pty Ltd., its sponsors or assigns without payment or compensation.
12. Max Adventure Pty Ltd, in its sole discretion, may delay, modify, postpone, alter the course or cancel the Event if it believes the conditions on the race day are or will be unsafe following the commencement of the event.
13. If, the Event is cancelled without an option to reschedule, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), government "stay at home" orders, acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Max Adventure Pty Ltd there may be a pro rata refund of any participant entry fees paid in accordance to consumer laws. There will be no payment for any other costs incurred by participants in connection with the event.
14. If, the Event is delayed, modified, or postponed for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), government "stay at home" orders, acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Max Adventure Pty Ltd no refunds will be issued.
15. I understand that I must not distribute, communicate or disseminate any material or information or message on any medium or platform (whether online or offline) which may damage, defame or otherwise negatively affect the reputation of the Organiser.
16. I am aware as to whether the Event involves swimming. I agree that should swimming be required; I am a strong swimmer and am able to swim 100 meters unassisted. I accept and understand that such waters required to be swum in are subject to weather conditions and I will exercise all reasonable caution in my swimming activities.
17. EXCLUSION FROM THE EVENT - I agree to abide by the Event rules and directions of officials, and I understand that my entry may be voided due to my actions or behaviour. Max Adventure Pty Ltd reserves the right to exclude any entrant or participant from the Event, for reasons including but not limited to:
  - (i) failing to comply with Max Adventure Pty Ltd.'s directions;
  - (ii) not being in the opinion of Max Adventure Pty Ltd in a fit state to participate;
  - (iii) being un-financial or owing monies to Max Adventure Pty Ltd; and/or
  - (iv) for any reason determined by Max Adventure Pty Ltd (acting reasonably).

**BY SIGNING THIS DOCUMENT I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND IT HAS BEEN EXPLAINED TO ME (WHERE NECESSARY). I FULLY UNDERSTAND ITS TERMS AND THAT I AGREE TO ABIDE BY THOSE TERMS ABOVE. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE OR OTHER ACKNOWLEDGEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Information collected is subject to Max Adventure Pty Ltd Privacy Policy available at [www.maxadventure.com.au/privacy](http://www.maxadventure.com.au/privacy)

Name:	
Signature:	Date: