



As a parent or guardian of the participant, I have read and agree to the Participant's Agreement for myself and on behalf of my child. I agree that my child of 12 years and under will wear a life vest at all times in the water. I indemnify and will keep indemnified all people or corporations associated with the conduct of this event on the terms referred to. I declare that my child has undertaken sufficient training and has required a level of fitness necessary to complete this event.

Guardian's Name \_\_\_\_\_

Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

### **PARTICIPANT'S AGREEMENT**

**WARNING:** This is a legal document that affects your rights.

1. I acknowledge that aquatic activities involve the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, accidents with other entrants or spectators, course or weather conditions and other causes.
2. I understand that NSW law provides that life jackets must be worn in NSW waters. Requirements are set out in Marine Safety Regulation 2016.
3. I understand that I should not enter in this event unless I have trained appropriately and my physical condition has been verified by a medical practitioner.
4. By participating, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims, demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to and include Brunswick Surf Life Saving Club Inc., Marine Rescue NSW, Brunswick Heads Chamber of Commerce Incorporated and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representative and assigns.
5. I consent to receiving any medical treatment, including ambulance transportation that the event organisers think desirable during or after the event.
6. I consent to event organisers using my name, image and likeness before, during or after the event for event promotional broadcasting or reporting purposes in any media.
7. I understand that compulsory insurance cover effected for participants in this event may not cover me for any or all injury, loss or damage sustained by me.
8. Safety precautions undertaken by organisers are a service to me and other competitors but are not a guarantee of safety.
9. I am fully responsible for the security of my personal possessions at the event.
10. My registration is not transferable to other people. If I am unable to participate, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is non-refundable.
11. I have listed below my medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is required. I accept the risk of participating, despite these conditions.
12. I agree to abide by all directions issued by the event organisers.\*
13. Event organisers may change the event format or course at their discretion. If that occurs, this agreement applies to the changed conditions.

**\*My Medical Condition/s** \_\_\_\_\_