

ACKNOWLEDGEMENT, WAIVER AND RELEASE

EVENT: URBAN MAX

DATE: 24TH NOVEMBER 2018

ACKNOWLEDGEMENT, WAIVER AND RELEASE (SECTION 5M CIVIL LIABILITY ACT 2002) COMPETITORS WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ ALL OF THE DOCUMENT CAREFULLY. ALL COMPETITORS MUST ACCEPT THESE CONDITIONS.

1. I understand and acknowledge that participating in the **Urban MAX** is a dangerous activity. The Event may involve rock climbing, water activities, running/walking in urban areas, navigation and other unspecified surprise activities. 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 remoteness from assistance or medical aid, the nature of the Event including vehicle and pedestrian traffic, actions of participants and spectators, weather conditions, wildlife, hypothermia and heat exhaustion, 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 certify that I am physically fit, can swim 100 meters 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 and that I have been given the opportunity by the organiser to attend a pre event briefing session.
3. 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):
 - a. WAIVE, RELEASE AND DISCHARGE 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 the following person or entities: Maximum Adventure Pty Ltd., Event sponsors, Event producers, volunteers, community organisations, all State, Federal and Local Government authorities in which the Event may be staged and 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;
 - b. INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 3(a) from any and all liabilities, claims or actions (including negligence) whatever 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;
4. I acknowledge that I am responsible for my personal possessions and equipment during the Event.
5. I accept the communications, search, rescue and medical aid arrangements put in place by the organisers. I understand and agree that in the first instance I am responsible for the provision of first aid to myself and those around me. As a competitor or support crew I am responsible for myself or my team's timely removal from the course to a medical facility. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event accident, injury and/or illness as a result of my involvement in the Event.
6. I certify 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.
7. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Maximum Adventure Pty Ltd., its sponsors or assigns without payment or compensation.
8. 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.
9. I acknowledge that the organisers reserve the right to alter the advertised course if conditions warrant. I agree that the organisers reserve the right to cancel the Event due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason so deemed by the organisers, and that my entry fee will be non-refundable.
10. If conditions warrant the cancellation or postponement of the Event, no refunds will be issued.
11. I agree to abide by the Event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.