

## Participant Warranties, Waivers and Indemnities

Participant(s) in the **19 for 19 Challenge – A Walk for Anya’s Wish** (“the Event”) state as follows:

1. I am aware that the Event involves walking on private property known as “Kenwood Park”. I acknowledge participation in this Event may be a dangerous recreational activity which carries the obvious risks of injury, death and loss of property to me, and those I register for the Event. I further acknowledge that I have been duly warned by the Organisers of the obvious and latent risks to me, and those I register, of participating in the Event.
2. I acknowledge that the Event is likely to be physically demanding and requires a level of fitness and concentration. I warrant that I, and anyone I register for this Event, are capable of participating in the Event successfully.
3. In deciding to participate in the Event, I have not relied on any representations made by or on behalf of the Event Organisers. I know that the Event is held to raise funds for the cancer research.
4. I warrant that in participating in the Event:
  - a. I, and those I register for the event, will comply with all reasonable instructions and directions given by the Event Organisers for the safe conduct of the Event; and
  - b. I will ensure any equipment used by me, and those I register for the Event, is in proper repair and working order; and
  - c. I, and those I register for the Event, will participate in the Event in a safe and responsible manner.
5. Unless I reasonably and specifically request otherwise, I hereby consent to the Organisers arranging emergency medical treatment from a qualified health professional for any injury or sickness I, and those I register, may suffer during the Event.
6. Given the nature of the Event and as a willing Participant in the Event, and in so far as permitted by law including the Civil Liability Act 2002 (NSW), I hereby agree to waive and abandon any and all claims and actions I, and those I register, may have whether in law, equity, by statute or otherwise against the Organisers of the Event for any and all personal injury, death, damage or loss of any kind suffered by me, and those I register, in connection with the Event. I further hold harmless and indemnify and keep indemnified the Organisers of the Event from and against any. and all. claims, losses, suits, damages, demands, costs and expenses incurred by me, and those that I register, by reason of participating in the Event.
7. I acknowledge that for the purposes of the warranties, waivers and indemnities contained herein, “Organisers” means Tour de Rocks Limited and its directors and officers, the 19 for 19 Challenge organising committees, volunteers, officers, agents and contractors, and any other person or organisation duly authorised by Tour de Rocks Limited to provide assistance. in relation to the promotion, organisation and management of the Event.