



Participant Risk Warning, Waiver, Release & Indemnity

WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY. ALL PARTICIPANTS, PARENTS, GUARDIANS, SUPPORT STAFF OR OTHER RELEVANT PERSONS MUST ACCEPT THE CONDITIONS THAT ARE SET OUT IN THIS DOCUMENT.

1. Definitions

“Activity” means the use of a Beach Wheelchair, a AccessMat and any associated equipment such as a Lifting Hoist.

“I” means the person, including parents, guardians, support workers or other person who execute this document.

“Indemnified Parties” means Volunteering Gold Coast, Surf Life Saving Australia, Surf Life Saving Queensland, the relevant Surf Life Saving Club and associated Branch, activity sponsors, volunteers, community organisations and all Local, State and Federal Government Authorities with responsibility for the locality in which the Activity may be or is staged, and includes all of their respective officers, directors, employees, servants, sub-contractors, independent contractors, representatives, agents and volunteers.

“Person” means any legal entity.

2. I understand that participating in the Activity carries with it certain dangers including the risk of physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), death and/or property damage and I accept (to the maximum extent permitted by law) all risks associated with my participation. I understand that participating in this activity will involve utilising a Beach Wheelchair, an AccessMat and a Lifting Hoist.
3. I am aware of the hazards involved. The hazards include, but are not limited to, unevenness or instability of sand, unmarked trip hazards on the beach, potentially dangerous wildlife (e.g. jellyfish), unpredictability of surf/ water conditions, the actions (or inactions) of other members of the public, and weather conditions (including Sun exposure). Additionally, I am aware that pushing a Beach Wheelchair and/ or using a Lifting Hoist are strenuous activities which can present additional risks to the person, parent, guardian, carer and/ or support person. I agree that if I am pushing a Beach Wheelchair and/ or using a Lifting Hoist, that I am able to do so in all respects, including being of sufficient physical fitness and possessing sufficient competence and experience to do so.
4. I acknowledge that I have received this risk warning and that any representation I receive from any other Person, whether orally, in writing or otherwise, will not be taken as a contradiction to this risk warning.
5. I confirm that the Indemnified Parties have not provided me with medical advice regarding my participation in the activity (and are not responsible for providing me with such medical advice).



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6. I agree that, to the extent permitted under the *Civil Liability Act 2003* (Qld), the Indemnified Parties are excluded from all liability whatsoever and however occurring (whether under tort [including negligence], statute, contract, equity or otherwise), including but not limited to, in respect of any:
 - i. death;
 - ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - iii. contraction, aggravation or acceleration of a disease; or
 - iv. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm to an individual or the community, where such liability would otherwise arise under or in relation to any warranty or guarantee per the *Competition and Consumer Act 2010* (Cth).
7. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I:
 - i. **RELEASE AND DISCHARGE** the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for death, disability, personal injury, property damage, property theft and all other loss, damage or liability whatever and however occurring (whether under tort [including negligence], statute, contract, equity or otherwise) which I or any other person may suffer as a result of or in connection with, directly or indirectly, my participation in the Activity, and I waive all and any rights, claims, actions or suits against the Indemnified Parties which but for the execution of this Acknowledgement Waiver, Release and Indemnity I may have had against the Indemnified Parties or any of them now or in the future;
 - ii. **INDEMNIFY AND HOLD HARMLESS** and will keep indemnified each of the Indemnified Parties whatever or however caused which may be brought against them or any of them which arises in connection with my participation with the Activity.
8. Without limiting the above, to the maximum extent permitted by law, I release the Indemnified Parties from all liability for:
 - i. any consequential loss; and
 - ii. any economic loss, suffered or incurred by me or any other person arising out of or in connection with my participation in the Activity.
9. Nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.
10. Nothing in this document excludes any term or guarantee which, under statute, cannot be excluded however the liability of the Indemnified Parties is limited to the minimum liability allowable by law. In particular, I understand that I may have rights under consumer guarantees set out in the Australian Consumer Law.
11. I acknowledge that I am responsible for my personal possessions and equipment during the Activity.



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12. I acknowledge that the Indemnified Parties' arranged insurance covers public liability and not myself whilst participating in the Activity. I am responsible for my personal accident insurance and ambulance cover.
13. I understand that during the Activity I may be photographed or filmed. I agree to allow my photograph, video or film likeness to be used for any legitimate purpose by the Indemnified Parties and/or assigns and that any such photograph, video or film likeness will become and remains the property of the Indemnified Parties.
14. I agree to abide by any instructions issued to me by or on behalf of the Indemnified Parties in relation to my participation in the Activity, and that my participation in the Activity may be voided if I fail to do so.
15. The Indemnified Parties reserve the right to amend the schedule or any other aspects of the Activity without notice and/ or cancel the Activity in consultation with the relevant Surf Life Saving Club.

Participant Name	
Signed	
Date	
<i>Or, if the Participant is under 18 years of age, or is unable to provide Consent: By signing below, I, the parent/ guardian/ carer/ support person of the Child or participant, agree to indemnify the Indemnified Parties against any damage suffered by the Child or participant.</i>	
Signatory Name	
Relationship to the Participant	
Signed	
Date	