

Terms and Conditions

Please read the following terms and conditions carefully before accepting them.

I understand that participating in the eviDent Australian Alpine Walking Track Charity Challenge ('the Challenge') and any associated training, including training organised by the eviDent Foundation ('eviDent') 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 the Challenge and training will involve walking on roads and rugged, isolated and often remote tracks. I am aware of the hazards involved. The hazards include, but are not limited to, road or track surfaces, remoteness from assistance or medical aid, the extremely strenuous nature of covering 230 kilometres on foot (including walking at night), becoming lost, vehicle traffic, actions of participants, organiser's personnel, supporting agencies, weather conditions, sleeplessness, hypothermia and heat exhaustion, condition or suitability of participant's clothing, footwear or equipment. In my judgment I have sufficient competence and experience to participate safely in the Challenge and training.

I certify that I am physically fit, will sufficiently train for participation in the Challenge and have not been advised otherwise by a qualified medical person. I confirm that eviDent has not provided me with medical advice regarding my participation in the Challenge and/or training (and are not responsible for providing me with such medical advice).

I agree that, to the extent permitted under section 139A of the *Competition and Consumer Act 2010* (Cth) and/or section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), eviDent, Challenge sponsors, Challenge producers, landowners, volunteers, community organisations and all State, Federal and Local Government authorities with responsibility for the locality in which the event may be staged and their or its respective officers, directors, employees, independent contractors, representatives, agents and volunteers ('Indemnified Parties') exclude all liability in respect of any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. contraction, aggravation or acceleration of a

disease; or

- d. 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;
- e. that the Challenge and/or training will be provided with due care and skill;
- f. that the Challenge and/or training will be fit for any particular purpose;
- g. that the Challenge and/or training will (or might reasonably be expected to) achieve any particular result; or
- h. that the Challenge and/or training will be supplied within a reasonable time, except that the exclusion of liability will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the *Competition and Consumer Act 2010* (Cth)) of the supplier of the relevant services or with reckless disregard, with or without consciousness, for the consequences of the act or omission (within the meaning of section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic)).

On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I:

- a. **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 Challenge and/or training 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;
- b. **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 Challenge and/or training.

Without limiting the above, to the maximum extent permitted by law, I release the Indemnified Parties from all liability for:

- a. any consequential loss; and
- b. any economic loss, suffered or incurred by me or any other person arising out of or in connection with my participation in the Challenge and/or training.

Nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.

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*.

I hereby consent to receive medical treatment, which may be deemed necessary in any event of injury, accident and or illness during the event. I understand treatment requested from allied health volunteers is at my own risk.

I understand that during the Challenge, training and/or related activities I may be photographed or filmed. I agree to allow my photograph, video or film likeness to be used for any legitimate purpose by eviDent, the sponsors and or assigns.

I agree to comply with all instructions issued to me by or on behalf of the Indemnified Parties in relation to my participation in the Challenge and/or training.

I understand that my registration may be voided if through my actions or behaviour, in the opinion of the organisers, or I bring the Challenge into disrepute. I further understand that the organisers reserve the right to reject any registration without having any justification for their actions.

I agree to the minimum financial commitment for the challenge I have chosen and send to eviDent by the Friday of the week prior to the Challenge. I understand that I will be responsible for making up any shortfall in the fundraising target.

I understand that in the event of cancellation the registration fee is non-refundable and non-transferable.

eviDent reserves the right to alter the trail without notice and/or cancel the Challenge in

consultation with and under the direction of Emergency Service agencies and major event stakeholders/landowners. If the Challenge is cancelled, I understand that I have the option of requesting a 50% refund of my registration fee.

I hereby certify that I will be eighteen (18) years of age or older before the Challenge starts.

I have read, understood and accept these terms and conditions

Name: _____

Signature: _____

Date: _____

Extra Information

I would like to share the following interesting/inspiring story connected with my participation in this Challenge:

I have emailed a profile picture of myself to ask@evident.net.au