

DECLARATION, WAIVER AND INDEMNITY

For all participants in the Walk for Love who are over 18 years of age:

In this form you (a) declare your understanding of risks, (b) waive your rights to make potential claims, and (c) indemnify Mary Potter Foundation Inc and others for claims, in each case arising from your participation in the Walk for Love.

This Declaration, Waiver and Indemnity and the Entry Form constitute the Contract.

In consideration of Mary Potter Foundation Inc (**Mary Potter**) accepting my registration and fee and allowing me to participate in the Walk for Love (Walk), on behalf of myself, my heirs, executors, administrators, next of kin, successors and assigns, I:

1. **DECLARE** and acknowledge that:

- (a) There is a risk of serious injury or even death which arises from my participation in the Walk. Hazards associated with the Walk could include, but are not limited to, over exertion, dehydration, other participants, motorists, footpath surfaces, the crossing of roads and weather conditions.
- (b) Clause 1(a) above constitutes a warning about the possible risks which may occur as a result of my participation in the Walk, and that I have been warned of these risks.
- (c) I participate in the Walk at my own risk in all respects. At any time I can decide not to participate in the Walk.
- (d) I am physically fit and able to participate in and complete the Walk. I accept all risks associated with a failure to have attained the necessary level of physical fitness to be able to participate in and complete the Walk.
- (e) I consent to receive and agree to pay for any medical treatment (including transportation by ambulance) which may be regarded as necessary by Mary Potter during or after the Walk. I acknowledge that there is no obligation on Mary Potter to provide medical services or facilities.
- (f) I agree that I will abide by the Walk rules.
- (g) I agree that the registration fee payable by me to the Mary Potter is non-refundable. Payment of the registration fee allows me to participate in the Walk, which right cannot be transferred to any other person.
- (h) I agree that the registration fee is non-refundable if the Walk is cancelled by Mary Potter for any reason and that in those circumstances no liability will attach to Mary Potter.
- (i) During the Walk I may be photographed or filmed.
- (j) I consent to the publication and/or use in any form of media whatsoever of my name, image or statements in connection with the Walk including for advertising, promotion or other purpose for no fee or remuneration.

2. **WAIVE, RELEASE AND DISCHARGE** the Indemnified Parties from and **INDEMNIFY** the Indemnified Parties against all claims of whatever nature, whether

known or unknown and however arising (including but not limited to (i) the risks referred to at clause 1(a) above, and (ii) in negligence and/or for breach of Contract and/or for breach of Statute on the part of the Indemnified Parties or other persons) for all losses (including but not limited to consequential losses and/or costs on an indemnity basis), injury (including but not limited to death, mental injury and/or nervous shock) and/or damage (including but not limited to theft of and/or damage to property) however caused as a result of or in connection with, directly or indirectly, my participation in the Walk.

The terms in that part of clause 2 appearing below which are defined in the *Trade Practices Act 1974 (Cth)* (**Act**) have the same meaning as defined in that Act.

If a warranty under section 74 of the Act is implied into this Contract that services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, then:

- (a) Pursuant to section 68B of the Act that warranty will not extend to liability for death or personal injury arising from or in connection with the supply of recreational services under this Contract; or
- (b) Pursuant to section 68B of the Act liability arising from breach of that warranty for death or personal injury arising from or in connection with the supply of recreational services under this Contract is excluded; and
- (c) Pursuant to section 68A of the Act where clauses 2(a) and 2(b) above do not apply and goods or services supplied under this Contract are not of a kind ordinarily acquired for personal, domestic, household use or consumption, then liability for breach of the warranty is limited to:
 - (i) In the case of goods, any one or more of the following at the sole discretion of the Mary Potter:
 - (A) The replacement of the goods or the supply of equivalent goods;
 - (B) The repair of the goods;
 - (C) The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (D) The payment of the cost of having the goods repaired;
 - (ii) In the case of services, one of the following at the sole discretion of the Mary Potter:
 - (A) The supplying of the services again; or
 - (B) The payment of the cost of having the services supplied again; and
- (d) Clause 2(c) above will not apply if I establish that reliance on it would not be fair or reasonable; and
- (e) To the extent that clauses 2(a) to 2(d) (inclusive) above are inconsistent with the first paragraph in clause 2, clauses 2(a) to 2(d) (inclusive) above have effect.

Definitions:

- (a) Indemnified Parties means the Mary Potter, Walk sponsors, producers, volunteers, community organisations, and authorities with responsibility for where the Walk may be staged, and their respective officers, directors, employees, independent contractors, representatives, agents and volunteers.
- (b) The Walk means the walk through the streets of North Adelaide of approximately 7 kilometres to be held on or about Sunday 30 May 2010 and/or activities incidental to that walk.

I hereby certify that I am over 18 years of age before the start of the Walk.

I have read, understood, accept and agree to be bound by the terms and conditions set out in this Declaration, Waiver and Indemnity and certify that the Declarations are true and accurate in every material respect.

I acknowledge that of my own free will I have contracted with the Mary Potter to participate in the Walk and that I do so at my own risk with full knowledge of the risks of the Walk.

Signed: Date:

Print full name:

DECLARATION, WAIVER AND INDEMNITY IN RESPECT OF MINORS

For all participants in the Walk for Love who are under 18 years of age, this section MUST be signed by a parent or guardian of the minor.

I,certify that I am the parent/guardian of (**Minor**) who will be years of age on the day of the Walk.

I confirm that the Minor has my consent to participate in the Walk.

In consideration of Mary Potter accepting the Minor's registration and fee and allowing him or her to participate in the Walk, on behalf of myself, my heirs, executors, administrators, next of kin, successors and assigns, I agree with Mary Potter that:

- A. I declare that I have read, understood and accept the matters set out at clause 1 above and agree to be bound by them in terms of the Minor's participation in the Walk.
- B. I have also read, understood and accept the **WAIVER, RELEASE AND DISCHARGE AND INDEMNITY** in clause 2 above and agree to give the same **WAIVER, RELEASE AND DISCHARGE AND INDEMNITY** in respect of the Minor.

Signature of Parent/Guardian:

Date: