

**PERISHER BLUE PTY LIMITED  
EVENT PARTICIPANT  
DECLARATION, WARRANT, WAIVER AND RELEASE**

"the Event" means the 2019 Back to Perisher Fun Run

"Event Host" means Perisher Blue Pty Limited, ACN 061 232 488 ATF Snow Trust ABN 29 420 214 757 of PO Box 42, Perisher Valley NSW 2627

"Sponsors" include Ski Lodges Organisation of Perisher Smiggins and Guthega Inc. ABN 97 748239 046 of 1 Edgecliff Road Woollahra NSW 2025 and the State of New South Wales Office of the Environment and Heritage Level 14 / 59-61 Goulburn Street, Sydney PO Box A290 Sydney South, NSW 1232 NSW.

**RISK WARNING:**

**RECREATIONAL ACTIVITIES INCLUDING WALKING, JOGGING, RUNNING ON ROADS AND ACCESS TRAILS, INCLUDING ON UNEVEN, UNDULATING AND BROKEN SURFACES INVOLVE SIGNIFICANT RISK OF PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY AND/OR EVEN DEATH. SUCH HARM MAY RESULT FROM YOUR OWN ACTIONS, OR THE ACTIONS AND/OR OMISSIONS OF OTHERS.**

**IN CONSIDERATION FOR, AND AS A CONDITION OF MY ENTRY AS A PARTICIPANT IN THIS EVENT I:**

1. warrant that I am medically fit (including physically and mentally) to participate in the Event and that I have not been advised otherwise by a medical practitioner;
2. warrant that I will inspect the Event area and arenas and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the Event ("Event Staging Area") and agree that I will not participate in the Event unless I am completely satisfied with the adequacy and condition of the Event Staging Area;
3. acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the Civil Liability Act, 2002 and I agree that I assume all risks in connection with My/My Child's participation in the activities and acknowledge that the Event Host is not liable for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill;
4. agree that I will abide by the rules and conditions of the Event including those in any literature or verbal or written instructions;
5. acknowledge that I engage in recreational activity at my own risk and except to the extent that the law, including the Competition and Consumer Act 2010 (CCA), provides that liability cannot be excluded, waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent, which I may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Event;
6. acknowledge that to the maximum extent permitted by the CCA, the Event Host excludes liability to me for:
  - i. death;
  - ii. personal injury;
  - iii. the contraction, aggravation or acceleration of a disease; and
  - iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - (i) that is or may be harmful or disadvantageous to an individual or community; or
    - (ii) that may result in harm or disadvantage to an individual or community.arising out of any failure by the Event Host, its employees or agents to comply with any consumer guarantees applying to the services.
7. to the maximum extent permitted by law, indemnify against any claim, right or cause of action howsoever arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which I may have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Event. Where the Event Host's liability cannot be excluded we limit our liability to the maximum extent that we are permitted by law to do so;
8. agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 7 above shall operate in favour of the Event Host and its employees, assigns, Sponsors, agents, officers, directors and related bodies corporate (as that term is defined in the Corporations Act), each the "Released Persons", and shall so operate whether or not the loss, injury or damage is due or attributable to an act, neglect or omission (including from any negligent act or omission of any person) of any one or more of the Released Persons;
9. agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 7 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against any or each of the Released Persons;
10. [if relevant] agree to sign off from my rostered day of work to participate in the Event (Please note that the Event Host employees MUST be signed off work for the day of the Event);
11. [if relevant] acknowledge and agree that where any of the consumer guarantees under the CCA apply to the services supplied by the Event Host, and the CCA voids or prohibits a provision in a contract excluding, restricting or modifying such consumer guarantees, then, to the fullest extent permitted by law, the Event Host's liability under or arising out of the supply of services for breach of, or failure to comply with, such consumer guarantees shall be, limited at the option of the Event Host to the re-supply of the relevant services by the Event Host or the payment by the Event Host of the cost of having the services supplied again; and

**I HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I ACKNOWLEDGE AND ACCEPT VOLUNTARILY.**

**I HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I SIGN VOLUNTARILY.**

Signature of Participant: ..... Please print name in full: ..... Date: .....

**DECLARATION FOR MINORS**

If you are under 18 years of age on the day this declaration is acknowledged and accepted, the declaration must be acknowledged and accepted by your parent or guardian. I warrant and certify that I am the parent or guardian of the child named below ("My Child") who will be under 18 years of age on the date of the Event and that he/she has my consent and is capable of participating in the Event. I confirm that I have read and understand the above declaration, warrant, waiver and release and that I agree, on behalf of My Child, to be bound by each of those conditions and having done so, I acknowledge and accept voluntarily.

**PUBLICITY RELEASE**

I unconditionally assign to the Event Host all right title and interest I/My Child may have in any and all audio, audio visual and/or photographic recording of me/My Child and grant to the Event Host permission to use, display, licence, sell and publish or otherwise deal with the audio, audio visual and/or photographic recording of me/My Child, including for the purpose of advertisement, promotion or otherwise. I further agree that any such recording(s) will remain the exclusive property of the Event Host.

**MEDICAL RELEASE FOR MINORS**

- (A) I permit any authorised Event Host employee to arrange for medical attention for My Child or to transfer my child to a Medical Centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for My Child.
- (B) I agree that on transporting My Child to any hospital or medical facility the Event Host will have no further responsibility for, or in respect of, My Child.
- (C) I agree to pay all costs associated with such medical care or attention and for related transportation for My Child and I agree to indemnify and to keep indemnified the Event Host for and in respect of any such costs incurred.
- (D) I further authorise the Medical Centre, its assigns, employees or agents to render any necessary or emergency medical care or attention to My Child if considered necessary by a medical practitioner employed by the Medical Centre.
- (E) I am aware that the practice of medicine in a surgery is not an exact science and I acknowledge that no guarantees have been made to me/My Child as to the result of treatment or examinations at the Medical Centre or at any hospital.

Signature of Parent/Guardian: ..... Date: .....

Relationship of Parent/Guardian to Minor: ..... Age of Parent / Guardian: .....

**PRIVACY:** Perisher Blue Pty Limited (Event Host) collects the personal information requested on this form to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by Perisher. The Perisher Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on 1300 655 822, visit our website at [www.perisher.com.au](http://www.perisher.com.au) or email to [privacy@perisher.com.au](mailto:privacy@perisher.com.au)