



www.unicycling.org.au

Australian Unicycle Society ABN 11598822426

Uninats 2012

Participation Agreement & Waiver

Participant First Name: _____ Last Name: _____

UPON SIGNING THE PARTICIPATION AGREEMENT, THE PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THESE CONDITIONS

1. I hereby undertake to respect the Constitution and Regulations of the Australian Unicycle Society, acting as the ORGANISER of Uninats 2012

2. ASSUMPTION OF RISK

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

- a) The PARTICIPANT must disclose to the ORGANISER in writing any pre-existing medical or other condition that may affect the risk that either the PARTICIPANT or any other person will suffer injury, loss or damage.
- b) The PARTICIPANT acknowledges that the ORGANISER relies on information provided by the PARTICIPANT, and the PARTICIPANT states that all such information is accurate and complete.
- c) The PARTICIPANT acknowledges that unicycling can be a dangerous activity. The PARTICIPANT recognises that there are risks specifically associated with the activity, including the possibility of falls, twists, strains, broken bones, trauma or other serious injuries.
- d) The PARTICIPANT agrees with the ORGANISER in connection with any ride or event. In particular, the PARTICIPANT has been advised to wear an approved helmet at all times when riding in any event.
- e) The PARTICIPANT understands and acknowledges the dangers associated with the consumption of alcohol or any mind-altering substance before or during an event, and the PARTICIPANT accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
- f) If a PARTICIPANT fails to comply with the ORGANISER'S rules and/or directions, the PARTICIPANT will not be permitted to participate, ride or to continue to ride, and no refund of any fee will be given.
- g) The PARTICIPANT accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
- h) The PARTICIPANT agrees to indemnify the ORGANISER against all claims made by any other person against the ORGANISER in respect of any injury, loss or damage arising out of or in connection with the PARTICIPANT'S failure to comply with the ORGANISER'S rules and/or directions.
- i) The PARTICIPANT agrees and acknowledges that, to the extent permitted by law, the ORGANISER shall not be liable for any injury, loss or damage suffered by the PARTICIPANT or by any other person arising from or in connection with the PARTICIPANT'S participation in any event, whether such injury, loss or damage was caused directly or indirectly by the negligence of the ORGANISER or otherwise, or by the ORGANISER'S servants or agents.
- j) The PARTICIPANT hereby releases the ORGANISER from all such claims, and indemnifies the ORGANISER against all claims made by or on behalf of any other person.
- k) To the extent permitted by law, the PARTICIPANT acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
- l) All accidents, injuries, loss or damage must be reported by the PARTICIPANT to the ORGANISER before the PARTICIPANT leaves the venue of the event.
- m) If the PARTICIPANT suffers any injury or illness, the PARTICIPANT agrees that the ORGANISER may provide evacuation, first aid and/or medical treatment at the PARTICIPANT'S expense, and the PARTICIPANT'S acceptance of these terms and conditions constitutes the PARTICIPANT'S consent to such evacuation, first aid and/or medical treatment.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND THAT IT HAS BEEN EXPLAINED TO ME, AS REQUIRED. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed: _____ Date: _____

To be signed below by Parent or Guardian if participant under 18 years of age. **NOTE:** AUS officials, coaches and volunteers do not have special skills or training in the supervision or care of children and adolescents. The guardian remains legally responsible for all risks and consequences of unicycling activities.

Signed: _____ Date _____ Relationship _____