

PARTICIPATION AGREEMENT

PARTICIPANTS AGREE TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL EXTINGUISH YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Declaration:

- 1) I understand and agree that participating in The Holt Bolt series is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
- 2) I declare that I am in good health and in proper physical condition to safely participate in The Holt Bolt series. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in The Holt Bolt series, or that would result in my participation creating a risk of danger to myself or to others.

Definitions

In this Agreement unless the contrary appears:

- A A reference to a participant includes a participant in The Holt Bolt series.
- B **Course** means a six to eight kilometre military style obstacle race involving thirty or more obstacles. Each race will contain but is not limited to cargo net crawls, climbing structures, mud trenches, tyre obstacles and water based obstacles.
- C **Emergency** means any event beyond the control of The Holt Bolt, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty.
- D **Released Parties** means the parties to the Agreement.
- E **Venue** means St Paul's School at 34 Strathpine Rd, Bald Hills.

The Holt Bolt Rules:

Rules

I agree to abide by all written and/or posted rules of The Holt Bolt, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of The Holt Bolt and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation

I acknowledge that The Holt Bolt at its sole discretion may delay, modify, or cancel any event in The Holt Bolt series or the series itself if conditions or natural or man-made emergencies make administering the event or series unreasonably difficult or unsafe.

In the event of a delay, modification, or cancellation of The Holt Bolt event or series as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with The Holt Bolt event or series.

Participation

I understand that The Holt Bolt has the power to issue instructions or directions relating to the manner of my safe and reasonable participation in the Course or related activities and the authority to prevent my participation in the Course or related activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness in The Holt Bolt event or series.

Unwarranted Behaviour

I understand that The Holt Bolt and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Course.

Refunds

I understand that all fees and associated costs, paid in registration for The Holt Bolt event or series are non-refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and event cancellation.

Defense Force

I understand that any active duty or deployed defense force participants may be entitled to a refund upon providing sufficient, documentary evidence regarding the deployment or duty that conflicts with participating in the Holt Bolt event or series.

Waiver

Released Parties

Released Parties include:

1. The Holt Bolt (ABN 55 899 285 028) and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; Venue personnel and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all The Holt Bolt event or series sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to The Holt Bolt.

2. the participant as well as participant's immediate family, guardians, next of kin, and any authorized legal or personal representatives, executors, administrators, successors and assignees..

Assumption of Risk

The Holt Bolt series is designed to be an extreme test of strength, stamina and camaraderie.

The object is to complete the Course as part of the challenge and usually involves hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water. Some of the activities include runs, defense force style obstacles, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas.

NOTE: The Holt Bolt series is a hazardous task that presents the ultimate physical and mental challenge to participants.

I acknowledge that The Holt Bolt series is an extreme series of events testing my physical and mental toughness that carries with it obvious and inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of The Holt Bolt series) regardless of the reasonable care and precautions taken by The Holt Bolt. I also understand that The Holt Bolt is extremely demanding and acknowledge the obvious risks and dangers present in such activities. I understand that these hazards may be magnified due to the fact that The Holt Bolt series is often conducted under extreme conditions and circumstances.

I understand and acknowledge that the obvious and inherent risks include, but are not limited to:

1. contact or collision with persons or objects , contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles);
2. encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with barbed wire and pipes);
3. equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions);
4. weather-related hazards;
5. inadequate first aid and/or emergency measures;
6. judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by Venue personnel, volunteers and the personnel working the Holt Bolt series; and
7. natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic.

Minor injuries are common and include, but are not limited to:

1. scrapes, bruises, sprains, nausea, and cuts.

Serious injuries are less common, but do sometimes occur, and include but not limited to:

1. property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include:

1. permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand that it is my responsibility to inspect the Course, facilities, equipment, and the Venue to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify Venue personnel or The Holt Bolt. By participating in the event or series, I am acknowledging that I have found the Course, facilities, equipment, and Venue to be safe and acceptable for participation.

I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the obvious and inherent risks involved in The Holt Bolt event or series and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that

1. I know the nature of The Holt Bolt event and series;
2. I understand the demands of this activity relative to my physical condition;
and
3. I appreciate the potential impact of the types of injuries that may result from The Holt Bolt event or series.

I hereby assert that I knowingly assume all of the obvious and inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in The Holt Bolt series or any Holt Bolt event.

I understand fully that, under Chapter 2, Division 4 of ss 13 and 19 of the *Civil Liability Act 2003 (Qld)*, The Holt Bolt ABN 55 899 285 028 advises of the obvious risks of personal injury or even death if you participate in The Holt Bolt. All participants are required to participate in a safe and responsible manner in order to minimise these risks.

The Holt Bolt does not accept any responsibility for any loss suffered by any person arising from their participation in The Holt Bolt. If a claim is made against The Holt Bolt for personal injury or death, then The Holt Bolt may claim indemnity against the person who caused the claim to be made. All participants in The Holt Bolt participate at their own risk.

In short, I acknowledge that I am participating in The Holt Bolt series or any of The Holt Bolt events entirely at my own risk.

Liability

In consideration of being permitted to participate in The Holt Bolt series including any of the three Holt Bolt events of 2015, to the extent permitted by law, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge The Holt Bolt and the other Releasing Parties from any and all claims, actions, demands, losses and other liabilities in relation to any of the following, death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the public or that may result in harm or disadvantage to me or the public resulting from the obvious and inherent risks of The Holt Bolt or the negligence of The Holt Bolt (or other Releasing Parties) that I may have arising out of my participation in a Holt Bolt event or The Holt Bolt series.

Indemnity

To the extent permitted by law, I hereby agree to indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, legal fees, and any other expenses incurred that relate to a breach of this Agreement) The Holt Bolt (and the other Releasing Parties) from any and all claims made by me (or any Releasing Party) arising from death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation in The Holt Bolt series of events. This applies both to claims arising from the inherent risks of The Holt Bolt series of events or the ordinary negligence of The Holt Bolt (or any Releasing Parties).

I further agree to indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, legal fees, and any other expenses incurred that relate to a breach of this Agreement) The Holt Bolt (and the other Releasing Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in The Holt Bolt series of events.

Venue and Jurisdiction

I understand that if legal action is brought, the appropriate state or federal court for the Commonwealth of Australia in the applicable State or Territory that The Holt Bolt obstacle race series is held has the sole and exclusive jurisdiction and that only the substantive laws of that State or Territory in which The Holt Bolt is held shall apply.

Severability

I understand and agree that this assumption of risk, waiver, and indemnify is intended to be as broad and inclusive as is permitted by the Australian State or Territory in which The Holt Bolt series of events is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions. Furthermore, notwithstanding anything to the contrary contained within this Agreement, this Agreement will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any services pursuant to this Agreement of any provision of any Act of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.

Integration

I agree and affirm that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is an entire Agreement between me, the participant and The Holt Bolt and cannot be modified or changed in any way by representations or statements by any agent or employee of The Holt Bolt. This Agreement may only be amended by a written document duly approved and validly executed by all parties.

Mediation and Arbitration

In the event of legal action, I agree to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of The Holt Bolt being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in The Holt Bolt series of events shall be submitted to binding arbitration in accordance with the applicable rules of the Australian Centre for International Commercial Arbitration then in effect.. The language of the arbitration shall be English and the number of arbitrators shall be one (1). The cost of such action shall be shared equally by the parties.

Participants:

Each participant agrees to affirm the following:

1. I assert that I am in good health and in proper physical condition to safely participate in The Holt Bolt series of events. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in The Holt Bolt series of events, or that would result in my participation creating a risk of danger to myself or to others.
2. I acknowledge that The Holt Bolt recommends and encourages each participant received medical clearance from his/her medical practitioner prior to participation.
3. I assert that I have not been advised or cautioned against participating by a medical practitioner.
4. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify the appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
5. I affirm that I am covered by medical insurance.
6. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate The Holt Bolt personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
7. I authorize The Holt Bolt to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by The Holt Bolt.
8. I agree to assume all costs of emergency medical care and transportation.
9. I acknowledge and agree to familiarize myself with The Holt Bolts rules for safety and follow them throughout the event. I also recognize the authority of The Holt Bolt to halt my participation (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or my co-participants.

Australian Consumer Law and *Fair Trading Act 1989* (Qld)

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

1. are rendered with due care and skill; and
2. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
3. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 139A of the *Competition and Consumer Act 2010* (**CCA**), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the CCA if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this Agreement, does not apply if your death or injury is due to gross negligence on The Holt Bolts part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

Acknowledgment

I have read this assumption of risk, waiver and indemnity and fully understand its terms. I understand that I am relinquishing substantial rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to negligence of The Holt Bolt (and other Releasing Parties) or the obvious and inherent risks of the activity, to the greatest extent allowed by the laws in force of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia in which The Holt Bolt series of events is held.

I have read and agreed to the terms in the waiver.

Signature: Date:

Name in Full (printed):