

## CHILDREN'S PARTICIPATION AGREEMENT

**BELOW ARE THE TERMS AND CONDITIONS ON WHICH YOU ALLOW YOUR CHILD TO PARTICIPATE IN THE DROVER'S RUN (JOIN THE HERD) EVENT. THIS DOCUMENT MUST BE SIGNED BY THE PARENT OR GUARDIAN OF THE CHILD PARTICIPATING IN THE DROVER'S RUN (JOIN THE HERD) EVENT. GUARDIANS OF PARTICIPANTS AGREE TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND WILL EXTINGUISH YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

Name of Child:.....

Address of the Child:.....

Name of Guardian: .....

Address of the Guardian: .....

Relationship of the Parent/Guardian to the Child: .....

### **Declaration**

1. I understand and agree that participating in The Drover's Run (Join the Herd) Event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
2. I declare on behalf of the Child that they are in good health and in proper physical condition to safely participate in The Drover's Run (Join the Herd) Event. I certify that the Child has no known or knowable physical or mental conditions that would affect their ability to safely participate in The Drover's Run (Join the Herd) Event, or that would result in the Child's participation creating a risk of danger to the Child or to any other persons.

### **Definitions**

In this Agreement unless the contrary appears:

- A Any reference to the singular will include the plural and any reference to the plural will include the singular.
- B **Child** means the child that I am allowing, as the Guardian, to participate in the Event;
- C **Event** means the 300-400m circular course organised by Drover's Run (Join the Herd) and held at the Venue that will contain but is not limited to dodging holi paint filled sponges and inflatable obstacles/barriers, running between inflatable and/or padded barricades and other participants, line dancing, games of stuck in the mud, hand balling a football through

a hoop, flipping a coin in to an Acubra, throwing a cricket ball at a set of stumps, throwing a horseshoe around a pole on the ground and sack races.

- D **Emergency** means any event beyond the control of Drover's Run (Join the Herd), 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;
- E **Guardian** means the parent or legal guardian signing this document on behalf of the Child that is participating in the Event;
- F **Participant** means a participant in the Event;
- G **The Holt Bolt Kids** means RICHARD JAMES HOLT (ABN 55 899 285 028) trading as Drover's Run (Join the Herd);
- H **Venue** means St Pius X Catholic Primary School; 73 Golda Avenue, Salisbury, QLD, 4107

## **The Drover's Run (Join the Herd) Event Rules:**

### **Rules**

The participant agrees to abide by all written and/or posted rules of the Event, as well as all written and/or posted rules of the Venue. The Child must comply with all directions, instructions and decisions of Drover's Run (Join the Herd) personnel and Venue personnel. The Child must not challenge these rules, directions, instructions, or decisions on any basis at any time.

### **Emergency Delay or Cancellation**

I acknowledge that Drover's Run (Join the Herd) at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that, in the event of a delay, modification, or cancellation of the Event, as described in this paragraph, I will not be entitled to a refund of the entry fee or any other costs incurred in connection with the Event.

### **Participation**

I understand that Drover's Run (Join the Herd) has the power to issue instructions or directions relating to the manner of the participants safe and reasonable participation in the Event or related activities and the authority to prevent participation in the Event 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 Event.

### **Unwarranted Behaviour**

I understand that Drover's Run (Join the Herd) personnel and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Event or the Venue.

## **Refunds**

I understand that all fees and associated costs, paid in registration for the Event are non-refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and cancellation of the Event or removal of a Participant, including the Child, from the Event or Venue.

## **Waiver:**

### **Released Parties**

Released Parties means Drover's Run (Join the Herd) 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 Event sponsors, organisers, 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 Drover's Run (Join the Herd).

### **Assumption of Risk**

The Event is designed to be a fun and challenging physical activity for Kids ages 5-12 years old. The object is to complete the Event as part of the challenge. Some of the activities include running, crawling, dodging padded/inflatable obstacles and other participants, horse shoe throws, coin flipping, hand balling footballs, line dancing, sack races and throwing a cricket ball at cricket stumps.

I acknowledge that Drover's Run (Join the Herd) is designed to be physically challenging for 5-12 year olds and there are inherent risks regardless of the reasonable care and precautions taken by Drover's Run (Join the Herd). I understand and acknowledge that the obvious and inherent risks to the Child include, but are not limited to:

1. Contact or collision with persons or objects, contact with other participants, contact with machinery, and contact with natural or man-made fixed objects or obstacles); slipping and falling due to the surface of the Course or due to any natural or man-made objects or obstacles;
2. Slipping and falling due to the surface of the Event or due to any natural or man-made objects or obstacles;
3. Encounter with obstacles (natural or man-made);
- a. Equipment related hazards (e.g. unforeseeable 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 behaviour, erratic or inappropriate behaviour by the Child, violent or other harmful acts committed by Participants, errors in judgment by Venue personnel, volunteers and the personnel organising the Event; and
7. Natural hazards (including but not limited to 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 to the Child or other Participants that may be categorised as minor, serious, or catastrophic.

Minor injuries are common and include, but are not limited, to scrapes, bruises, sprains, nausea and cuts.

Serious injuries are less common, but do sometimes occur, and include but not limited to 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 permanent disabilities, spinal injuries, paralysis, stroke, heart attack and death.

I understand fully the obvious and inherent risks involved in the Event and I am willingly and voluntarily allowing the Child to take part in the Event. I have read the preceding paragraphs and acknowledge that:

1. I know the nature of the Event;
2. I understand the demands of the Event relative to the Child's physical and mental condition; and
3. I appreciate the potential impact of the types of injuries that may result from the Event.

I hereby assert that, as Guardian of the Child, 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 the Child or I incur as a result of the Child participating in any the Event.

I understand fully that, under Chapter 2, Division 3, s 13 and Division 4, s 19 of the *Civil Liability Act 2003 (Qld)*, DROVER'S RUN (JOINING THE HERD) advises of the obvious risks of personal injury or even death if the Child participates in the Event. All Participants are required to participate in a safe and responsible manner in order to minimise these risks.

Drover's Run (Join the Herd) does not accept any responsibility for any loss suffered by any person arising from their participation in the Event. If a claim is made against Drover's Run (Join the Herd) for personal injury or death, then Drover's Run (Join the Herd) may claim indemnity against the person who caused the claim to be made. All participants in Drover's Run (Join the Herd) participate at their own risk.

In short, I acknowledge that the Child is participating in the Event entirely at their own risk.

## **Liability**

In consideration of the Child being permitted to participate in the Event, to the extent permitted by law, I (on behalf of the Released Parties) hereby forever waive, release, covenant not to sue, and discharge Drover's Run (Join the Herd) and the other Released 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 behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the Child or the public or that may result in harm or disadvantage to the Child or the public resulting from the obvious and inherent risks of the Event or the negligence of Drover's Run (Join the Herd) (or other Released Parties) that the Child or Guardian may have arising out of the Child participating in a the Event.

## **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) Drover's Run (Join the Herd) (and the other Released Parties) from any and all claims made by me or the Child 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 behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the Child or the community or that may result in harm or disadvantage to the Child or the community due to the Child's participation in the Event. This applies both to claims arising from the inherent risks of Event or the ordinary negligence of The Drover's Run (Join the Herd) (or any Released 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) Drover's Run (Join the Herd) (and the other Releasing Parties) against any and all claims of co-participants, rescuers, and others arising from the Child's conduct in the course of their participation in the Event.

## **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 Event is held has the sole and exclusive jurisdiction and that only the substantive laws of that State or Territory in which the Event 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 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 document records the entire Agreement between me and the Child and Drover's Run (Join the Herd) and cannot be modified or changed in any way by representations or statements by any agent or employee of Drover's Run (Join the Herd). This Agreement may only be amended by a written document duly approved and validly executed by all parties to this Agreement. I have not relied upon any advice, representation or inducements by or on behalf of the business in deciding to allow the Child to participate in Event.

## **Mediation and Arbitration**

In the event of legal action, I agree to mediate any dispute that might arise. Any agreement reached will be formalised by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of Drover's Run (Join the Herd) being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of the Child's participation in Event 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 to this Agreement.

## **Participants:**

On behalf of the Child, as their Guardian I agree to affirm the following:

1. I assert that the Child is in good health and in proper physical condition to safely participate in the Event. I certify that the Child has no known or knowable physical or mental conditions that would affect the Child's ability to safely participate in the Event, or that would result in the Child's participation creating a risk of danger to the Child or any other Participants.
2. I acknowledge that Drover's Run (Join the Herd) recommends and encourages each Participant to have received medical clearance from his/her medical practitioner prior to participation.
3. I assert that the Child has not been advised or cautioned against participating in Event or any activities of a similar nature by a medical practitioner.
4. I understand that it is each Participant's responsibility to continuously monitor their own physical and mental condition during the Event, and the Child must withdraw immediately and notify the appropriate Venue or Event personnel if at any point during the Event the Child's participation would create a risk of danger to the Child or any other persons.
5. I affirm that the Child is covered by medical insurance.
6. In the event of an injury to the Child that renders the Child unconscious or incapable of making a medical decision, I authorize Drover's Run (Join the Herd) personnel and

emergency medical personnel at the Event to make emergency medical decisions for the Child (including, but not limited to CPR and AED).

7. I authorize Drover's Run (Join the Herd) to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by The Holt Bolt Kids personnel.
8. I agree to assume all costs of emergency medical care and transportation for the Child.
9. I acknowledge and agree that the Child will familiarise themselves with Drover's Run (Join the Herd) rules and follow them throughout the Event. I also recognise the authority of Drover's Run (Join the Herd) to halt the Child's participation (and, if necessary, have the Child removed from the Event) if the Child's participation, conduct, or presence endangers the Child or any of the other 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, as Guardian of the Child you will be agreeing that your rights or any of the other Released Parties' rights to sue the supplier under the CCA if the Child is 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 the Child's death or injury is due to gross negligence on Drover's Run (Join the Herd) 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 the Child and I are relinquishing substantial rights, including the 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 Drover's Run (Join the Herd) (and other Released Parties) or the obvious and inherent risks of the Event, 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 Event is held.

**As the Guardian of the Child I give consent for the Child to participate in Drover's Run (Join the Herd) and I have read and agreed to the terms in the waiver.**

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

Full Name of Parent/Guardian (Printed):.....