

EARL ST PHYSIOTHERAPY 6 WEEK CHALLENGE RELEASE AND WAIVER OF LIABILITY

I understand that participating in the Earl St Physiotherapy 6 week challenge beginning on 4th November 2019 and ending on the 15th December 2019 and participating in any associated walk(s) or physical activities organised by Earl St Physiotherapy in this time carries with it certain inherent risks including the risk of physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), death and/or property damage and I accept (to the maximum extent permitted by law) all risks associated with my participation.

Inherent and Potential Risks

I understand that participating in the Earl St Physiotherapy 6 week challenge and any training walk(s) will involve walking or running on roads and uneven surfaces. I am aware of the hazards involved. The hazards include, but are not limited to, road or track surfaces, remoteness from assistance or medical aid, vehicle traffic, actions of participants, organiser's personnel, supporting agencies, weather conditions, condition or suitability of participant's clothing, footwear or equipment. In my judgment I have sufficient competence to participate safely and assume these risks.

Medical Evaluation

I attest that I (or my child) am medically and physically able to participate in Earl St Physiotherapy 6 week Challenge. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete the Earl St Physiotherapy 6 week challenge, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in this Challenge.

ASSUMPTION OF RISK & WAIVER OF LIABILITY

I exclude all liability in respect of any:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- contraction, aggravation or acceleration of a disease; or
- coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm to an individual or the community, where such liability would otherwise arise under or in relation to any warranty or guarantee;
- that the Event and/or training walk(s) will be provided with due care and skill;

On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I RELEASE AND DISCHARGE the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for death, disability, personal injury, property damage, property theft and all other loss, damage or liability whatever and however occurring (whether under tort (including negligence), statute, contract, equity or otherwise) which I or any other person may suffer as a result of or in connection with, directly or indirectly, my participation in the Earl St Physiotherapy 6 week Challenge and/or training walk(s) and I waive all and any rights, claims, actions or suits against the Indemnified Parties which but for the execution of this Acknowledgement Waiver, Release and Indemnity I may have had against the Indemnified Parties or any of them now or in the future;

I agree to abide by the Event Rules and I will comply with all instructions issued to me by or on behalf of the Indemnified Parties in relation to my participation in the Event and/or training walk(s). I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the Event rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry without having any justification for their actions.