

# **RIDICULOUS OBSTACLE CHALLENGE PTY. LTD. (ACN 605 120 456) ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

## **MINOR PARTICIPANTS**

**PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**Released Parties include:** Ridiculous Obstacle Challenge PTY. LTD. (ACN 605 120 45) (“ROC Aus”) and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all ROC Aus event 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 ROC Aus.

**Releasing Parties include:** the participant as well as participant’s spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant’s behalf.

## **WARNING OF ASSUMPTION OF INHERENT RISKS**

The Ridiculous Obstacle Challenge event (hereafter referred to as the ROC event) is a hazardous activity that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the ROC event) regardless of the care and precautions taken by ROC Aus and the other Released Parties. I also understand that the ROC event is strenuous and acknowledge the accompanying risks and dangers generally present in such activities.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), 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) 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions including weather conditions which increase the risk of slipping or falling from equipment); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 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 personnel working the event; and 7) natural hazards (e.g. uneven terrain, 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: scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but do sometimes occur. They include, but are 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 and paralysis, stroke, heart attack, and even death.

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

I understand fully the inherent risks involved in the ROC event 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 ROC event; 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 ROC event. I hereby assert that I knowingly assume all of the 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 ROC event. In short, I acknowledge that I am participating in the ROC event entirely at my own risk.

**Waiver of Liability for Ordinary Negligence:** I acknowledge that, 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 (**Non-Excludable Provisions**). I agree that under this agreement ROC Aus and the other Released Parties shall be excluded from:

a) liability for 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 which arises out of my participation in the ROC event including liability which arises under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law, subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of ROC Aus and the other Released Parties or any of their officers, servants or agents is reckless;

b) liability which, whether by law or by contract, can be excluded under any civil liability legislation applicable to the State or Territory in which this event is held; and

c) to the extent permitted by law, all other guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, which would otherwise be implied into this document concerning the activities covered by this document.

In consideration of being permitted to participate in the ROC event, I (on behalf of ROC Aus and the other Releasing Parties), hereby forever waive, release, covenant not to sue, and discharge ROC Aus

and the other Released Parties from any and all claims, actions, suits, demands, losses and other liabilities in relation to these matters.

**Other Claims Excluded:** Subject to obligations under the Non-Excludable Provisions, ROC Aus and the other Released Parties are not liable to me or any third party for any indirect loss arising in connection with this document or the ROC Event, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, breach of warranty or guarantee, under an indemnity or otherwise and whether or not that loss was foreseeable, even if ROC Aus and the other Released Parties have been advised of the possibility of such loss.

**Indemnification Agreement:** To the extent permitted by law, I hereby agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) ROC Aus (and the other Released 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 ROC event. This applies both to claims arising from the inherent risks of the ROC event or the ordinary negligence of ROC Aus (or any Released Parties).

I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) ROC Aus (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the ROC event.

**OTHER AGREEMENTS Venue and Jurisdiction:** I understand that if legal action is brought, the appropriate state or federal trial court for the country of Australia in the State or Territory that the ROC event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State or Territory in which the ROC event is held shall apply.

**Severability:** I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State or Territory in which the ROC event 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.

**Integration:** I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and ROC Aus and cannot be modified or changed in any way by representations or statements by any agent or employee of ROC Aus. This Agreement may only be amended by a written document duly executed by all parties.

**Mediation and Arbitration:** In the event of a legal issue, I agree to engage in good faith efforts 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 ROC Aus being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in the ROC 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 seat of arbitration shall be Sydney, Australia. 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.

### **Agreements for the Protection of Participants:**

- I assert that I am in good health and in proper physical condition to safely participate in the ROC event. I warrant that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the ROC event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that ROC Aus recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I confirm that I have not been advised or cautioned against participating by a medical practitioner.
- 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 appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I confirm that I have obtained medical insurance which is appropriate in light of my personal circumstances and the risks, which are disclosed in this Agreement or which a reasonable person would expect to occur when undertaking the ROC event.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate ROC Aus personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorize ROC Aus to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by ROC Aus.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that ROC Aus has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of ROC Aus to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants, and to otherwise comply with any and all directions given by ROC personnel.

**Acknowledgment of Understanding:** I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am accepting the agreement freely and voluntarily, and intend my acceptance to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of ROC Aus (and other Released Parties) or the 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 ROC event is held.

### **PARTICIPANT COURSE RULES**

**Entry and Participation Agreements (Australia) Rules:** I agree to become familiar with and abide by all written and/or posted rules of Ridiculous Obstacle Challenge Pty. Ltd. (“ROC Aus”), as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of ROC Aus and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

**Govern Participation:** I understand that ROC Aus has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt 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 and the spirit of ROC Aus.

**Removal from Course:** I understand that ROC Aus 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.

**Military:** I understand that active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with participating in the event.

**Attitude and Behavior:** I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

**Alcohol & Drugs:** I certify that I am not, and on the date of the ROC event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the ROC event. I further, understand that alcohol consumption following the event is discouraged by ROC Aus and take full responsibility for any decision to consume alcohol at that time.

**Specific Rules:** I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no wheeled conveyances or pets are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

**Photography:** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the ROC event by ROC Aus, its affiliated entities or contractors, and/or the media become the sole property of ROC Aus. I grant the right, permission and authority to ROC Aus and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that ROC Aus and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

## **DECLARATION**

1) I understand that participating in the Ridiculous Obstacle Challenge event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.

2) I assert that I am in good health and in proper physical condition to safely participate in the Ridiculous Obstacle Challenge event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Ridiculous Obstacle Challenge event, or that would result in my participation creating a risk of danger to myself or to others.

**REFUND/CANCELLATION Emergency Delay or Cancellation:** I acknowledge that ROC Aus at its sole discretion may delay, modify, or cancel the ROC event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that “emergency” is defined to mean any event beyond the control of ROC Aus, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire or hazards associated with fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the ROC event as described in this paragraph which results in the ROC event not being completed on the originally scheduled date, I understand that I will be offered a credit or a voucher to attend a rescheduled ROC event or another ROC event. Alternatively, I understand that I may, within 10 days of being notified by ROC Aus that I cannot complete the ROC event as anticipated on the originally scheduled date, request a refund of the ticket price. I will not be entitled to any other costs (including optional product purchases and donations) incurred in connection with the ROC event.

**Fee Refunds:** Subject to any rights I have under The Australian Consumer Law, or any other applicable consumer law which entitles me to anything more, I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this ROC event are not refundable if an event goes ahead on the scheduled date (even if delayed) and I choose not to attend for any reason including change of mind or personal circumstances including but not limited to injury or scheduling conflicts.

**FOR PARTICIPANTS AGED THIRTEEN (13) – SEVENTEEN (17) YEARS OF AGE (To be signed by parent or legal guardian)**

**By signing below I affirm that I am eighteen (18) years of age or older and have read pages 1 - 4 of this document and understand its contents. Further, I warrant and represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in this document for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on the behalf of the minor in the execution of this document.**

Minor/Participant Name \_\_\_\_\_

Minor/Participant Birthdate \_\_\_\_\_

Known allergies, medicinal reactions, medical conditions (optional)

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Special Conditions/Requirements (optional)

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Emergency Contact Name \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

Parent/Legal Guardian (print name) \_\_\_\_\_

Parent/Legal Guardian Phone \_\_\_\_\_

Address \_\_\_\_\_

City/Suburb \_\_\_\_\_ State/Territory \_\_\_\_\_

Postal Code \_\_\_\_\_

Parent/Legal Guardian driver's license # \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL INFORMATION ABOVE MUST BE COMPLETE AND LEGIBLE.**