

Surf n Sun Watersports Limited

PARENT'S OR GUARDIAN'S AGREEMENT OF WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE

To be signed by adults if the participant is under 18 years of age.

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

Acceptance of Inherent Risks. The SANDSTORM ADVENTURE RACE (hereafter referred to as the "SSAR") is a test of strength, stamina, camaraderie, and mental toughness. The object is to complete the course. The venue is part of the challenge and the SSAR will usually be held in hostile environments that might include extreme heat or cold, snow, mud, extreme changes in elevation, and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas. In summation, the SSAR is an extreme activity that presents a physical and mental challenge to participants.

I understand and acknowledge that any of these Inherent Risks may cause injuries that may be categorised as minor, serious, or catastrophic:

Minor injuries are common and may 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 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.

Limitation of Liability. I hereby forever waive and discharge Surf and Sun Watersports Ltd and their respective directors, employees and volunteers; VENUE and its directors, officers, employee's volunteers; all SANDSTORM ADVENTURE RACE event sponsors, organisers and promoters from any and all Claims that I may have arising out of my participation in SSAR:

EXCEPT THAT nothing in this Agreement shall limit or exclude Surf and Sun Watersports Ltd liability for death or personal injury resulting from its negligence.

Agreements for the Protection of Participants

- I confirm that I am in good health and in proper physical condition to safely participate in the SSAR.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate SSAR personnel and emergency medical personnel to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator).
- I authorise SSAR personnel to secure emergency medical care or transportation for me if deemed necessary.
- I agree that SSAR personnel may stop or prevent my participation in the SSAR event if my participation, conduct, or presence endangers myself or any other person present at the SSAR.

Acknowledgment of Understanding I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue.

DECLARATION

- 1) I understand that participating in the SSAR 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 mental and physical condition to safely participate in the SSAR.
- 3) Delay or Cancellation: I acknowledge that Surf and Sun Watersports Ltd may delay, modify, or cancel the SSAR if conditions make holding the event unreasonably difficult or unsafe.
- 4) I acknowledge that SSAR personnel or Venue personnel may prohibit or stop anyone from taking part in the SSAR and remove anyone from the Venue if they believe such person has disobeyed any rules, regulations, directions, instructions
- 5) I will not be under the influence of alcohol during my participation in the obstacle course at the SSAR
- 6) I shall abide by all instructions and directions of SSAR Venue personnel and all SSAR and Venue rules and regulations.
- 7) In the case of an emergency Surf n Sun Watersports Ltd and/or Venue personnel may use my emergency contact details
- 8) I understand that any and all photographs, recordings of me captured during the SSAR, contractors or media may be used for commercial or non-commercial purpose.

Acknowledgment and Acceptance of Risk

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in SSAR

The undersigned parent and/or legal guardian and participant understand that this activity involves inherent risks for physical injury to the participant.

Because of the dangers of participating in this activity, the undersigned parent and/or legal guardian and participant recognize the importance and the participant agrees to fully comply with the applicable rules and regulations, and any personnel instructions regarding participation in the SSAR

The undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

**READ BEFORE SIGNING**

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_