

UP ALL NIGHT FUNDRAISING EVENT – WAIVER, INDEMNITY AND RELEASE FORM

I wish to participate in Up All Night to raise funds for Ronald McDonald House Charities Western Australia (RMHCWA).

Up All Night is scheduled to take place on 1 and 2 December 2018 and involves me participating in a marathon distance walk, as well as attending various pre and post-event activities (Event).

This agreement applies to the Event and any other related event(s) in which I engage to raise funds for RMHCWA.

I assert and confirm that my participation in the Event is voluntary.

I represent and warrant that I will be at least 16 years old at the time of the Event. If I am under the age of 18, I understand I MUST have a guardian accompany me on the Event as a fellow, registered participant.

I acknowledge that the Event is being run to fundraise for RMHCWA and I agree to abide by all rules, regulations, and event instructions of the Event, as well as all applicable municipal and state laws and regulations.

I understand that I must raise at least \$500 in order to walk in the Event. If I have not raised at least \$500 before 1 December 2018, I may make my own donation to reach that minimum in order to walk.

I understand that participating in such an event, using public streets and facilities, and the use of and participation in services made available to participants during the Event (including massage, chiropractic, and medical services) is a potentially hazardous activity and may expose me to serious personal injury or death as well as damage to my property.

I am aware of and expressly assume all risks associated with participating in this Event, including, without limitation, falls, contact with other participants, objects, bicycles and vehicles, the effects of weather, traffic, and the conditions of the streets and routes used by the Event.

I understand and acknowledge that RMHCWA is not in a position to judge my capacity, fitness or any other matter in relation to my ability to participate in the Event. I assure RMHCWA that it has no reason to conduct any special inquiry into my capacity, fitness, or any other matter relating to my ability to participate in the Event and I am not aware of any illness, injury or any other matter which may cause me injury while participating in the Event. I request RMHCWA to treat my request for authority to fundraise as being from a person fully capable of preparing, organising, holding and participating in the Event.

I agree to put in place appropriate precautions before participating in the Event to ensure that any necessary medical assistance will be available to me during and after the Event. I acknowledge that RMHCWA is not responsible for organising or paying any costs involved with such medical assistance.

I agree to release, indemnify and hold harmless RMHCWA, the City of Perth, the State of Western Australia, Australia, any beneficiaries, sponsors, officials, participating clubs, communities, organisations, friends of the Event, volunteers, consultants, participants, third-party vendors, government or public entities (including, without limitation, the Department of Transport) and each of their respective affiliates, successors, officers, directors, employees, volunteers, agents, and representatives, including, without limitation, Event medical sponsors, medical director, and members of the medical team from all claims, actions, demands, suits or proceedings of any nature whatsoever which may be made by me, on my behalf, or by or on behalf of any other person, in respect of or arising out of any liability, loss, cost, damage or expense, including but not limited to damage to property, injury or death, that I or any other person suffer during the course of, as a result of, or that is associated with, the Event, (including during any preparation or planning for the Event or when travelling to or from the Event or any associated activity), and however caused (whether due to the negligence or omission of RMHCWA, its officials, employees, agents, contractors, volunteers or other personnel or otherwise).



I acknowledge that I am not relying, and will not rely, on RMHCWA or any representation made by RMHCWA or its officials, employees, agents, contractors, volunteers or other personnel in any way, including in preparing for, organising or participating in the Event.

I agree that my participation in the Event is subject to the sole discretion of the organisers of the Event, and that my participation may be limited or terminated, with or without cause.

I acknowledge that without authority from RMHCWA to fundraise, I am not permitted to identify RMHCWA as a charity associated with the Event, or to use the RMHCWA name or logo or any other material associated with RMHCWA in preparing for, organising or participating in the Event, including but not limited to marketing or promoting the Event.

I acknowledge and agree that RMHCWA may, in its absolute discretion, withdraw my authority to fundraise that RMHCWA grants me, upon which I must immediately cease the Event and discontinue any use of the RMHCWA name and logo.

I acknowledge that any photographs, video, film footage or audio recording of me taken as part of the Event may be used by RMHCWA, Up All Night and each of their respective affiliates, subsidiaries and agents in any reasonable manner RMHCWA sees fit and I hereby consent to any such use without payment or compensation.

I understand and agree that these terms are binding on my heirs, assigns, and legal representatives.

In return for RMHCWA considering my application for authority to fundraise, and, should RMHCWA grant me authority to fundraise, in return for that grant, I agree to the above terms.

This agreement is governed by the laws of the State of Western Australia and the Western Australian courts shall have exclusive jurisdiction for any dispute arising under or relating to this agreement.

I have carefully read this form, understand its contents and agree that its terms and conditions bind me and my heirs and successors.

Full Name: _____

Signed: _____

Date: _____