

## WAIVER

### EXPLANATION

**This document is a legal waiver. Please read it in full. By participating in the Kangaroo March Centenary Re-enactment (“the March”) you agree to the contents of this waiver. It means that you are surrendering (giving up) any legal rights you may have against the organisers of the March and others for compensation in the event that you are injured or die even if the organisers are at fault.**

All participants participate in the March and all associated activities at their own risk and on the following terms and conditions:

1. Participants warrant to the organisers and agree that they have undertaken sufficient training for the March and that they are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during or as a consequence of participation in the March.
2. The decision to participate is entirely the decision of each participant and each participant accepts all risks associated with participation in the March, including but not limited to loss of life or permanent injury and loss or damage to property. The risks of participation in the March include risks directly or indirectly arising from pedestrians using roads that are also used by vehicles, the risks of prolonged physical activity and exposure to the elements.
3. The organisers will not be liable to you for any alleged breach of an express or implied warranty that services provided by the organisers of the March will be provided with reasonable care and skill.
4. Each participant releases the Kangaroo March Centenary Re-enactment Association Inc 1300195(NSW) “KMCRA”, its office bearers and all persons or corporations associated directly or indirectly with the March from all claims, **including claims for negligence**, demands and proceedings arising out of their participation and indemnifies such association, persons or corporations against all liability, loss or damage arising out of their participation in the event, **including liability for negligence** and any breach of the Code of Conduct or the terms and conditions contained herein by the participant. This release extends to agents, contractors, employees, promoters, sponsors and volunteers, including medical and paramedical personnel appointed for the March, the owners, licensees and occupiers of land upon which the March or any part of it or any overnight stay takes place, any statutory body or local authority having control over any land upon which the March or any part of it or any overnight stay takes place or which is involved directly or indirectly with the March in any manner whatsoever. This release and indemnity continues forever and binds the participants, their heirs, executors, personal representatives and assigns.
5. Where the participant is under the age of 18, the parent or guardian of that participant, accepts these terms and conditions and the waiver on behalf of the participating minor.

**I acknowledge that I have read and understood the contents of this waiver and I agree to participate in the March and associated activities on that basis.**