

The Pirates of Port Adelaide 2018 Pirate Games



Indemnity and Release Form

I

(Print Full name)

of

(Print Full Residential Address),

in consideration of being permitted by the Pirates of Port Adelaide to participate in the 2018 Pirate Games, fully understand and agree:

1. That a reference to the Pirates of Port Adelaide includes its current and former officers, employees, agents, administrators, subcontractors and successors and each of them, and all persons associated with the conduct of the Pirate Games, including current and former sponsors, producers, representatives and successors and each of them.

2. That a reference to participation, extends to all acts or things done at the Pirate Games site before, on or after the Pirate Games on Saturday 15 September 2018 and associated with the Pirate Games.

Compliance with the Rules:

3. To abide by the provision of any act, regulation or by-law which may be related to my participation in the Pirate Games.

4. To abide by the existing rules of the Pirate Games:

4.1 including the attached Pirate Rules which I declare that I have read and understood;

4.2 and any other rules of the Pirate Games which may from time to time be made by the Pirates of Port Adelaide.

5. To abide by any directions given by the Pirates of Port Adelaide in connection with my participation in the Pirate Games.

6. That the decision of the judge or judges of the Pirate Games, as appointed by the Pirates of Port Adelaide, shall be final and conclusive whether in relation to the awarding of any prize or the disqualification of any participant, including myself, or otherwise in relation to any matter relating to the Pirate Games.

7. That I have no right of appeal of any decision of the judge or judges of the Pirate Games, to any court, tribunal or any other body.



Voluntary Assumption of Risk:

8. By participating in the Pirate Games I am voluntarily exposing myself to risk and harm. A reference to risk includes, but is not limited to:

- 8.1 a significant risk;
- 8.2 an obvious risk;
- 8.3 an inherent risk; and
- 8.4 any other risk.

9. A reference to harm means harm of any kind and includes, but is not limited to:

- 9.1 injury or death;
- 9.2 disease;
- 9.3 damage to property; and
- 9.4 economic loss.

10. That there is a reasonable risk of personal harm in participating in the Pirate Games, which is foreseeable and probable.

11. That there is an obvious risk of harm and certain obvious risks and dangers which are associated with participating in the Pirate Games. Obvious risks include, but not limited to:

- 11.1 Loss or damage to personal property;
- 11.2 Injury or fatality due to the weather conditions, water currents, slipping, falling, collision, contact with other participants or objects in the water or surrounding environment;
- 11.3 Health risks associated with contact with the water and surrounding environment;
- 11.4 Physical exertion and any consequences arising from physical exertion; and/or
- 11.5 Any other risk that is associated with participation in the Pirate Games, whether I think it likely to occur or not.

12. That there are inherent risks associated with my participation in the Pirate Games and should those risks materialise the Pirates of Port Adelaide are in no way liable for any harm resulting to me. An inherent risk is a risk of something occurring that cannot be avoided by the exercise of reasonable care by the Pirates of Port Adelaide.

13. That, as a Participant, I have the burden and responsibility of taking precautions to avoid and/or limit all risks and the risk of any harm, and that the Pirates of Port Adelaide are in no way liable for any harm suffered by me due to my participation in the Pirate Games.

14. That the Pirates of Port Adelaide has warned me of the risks associated with my participation in the Pirate Games.



Indemnity and Release

15. That in consideration of the Pirates of Port Adelaide acceptance of my entry in the Pirate Games, I hereby covenant;

15.1 Not to sue the Pirates of Port Adelaide;

15.2 To forever release and discharge the Pirates of Port Adelaide of all liabilities of every kind or nature whatsoever, foreseen or unforeseen, obvious, inherent, known or unknown, arising from any harm experienced, whether obvious, inherent or any other, and from any and all causes of action, suits, claims, demands and costs of whatever nature and however arising which I may have against the Pirates of Port Adelaide, and which is, or are, in any way directly or indirectly connected with or which arise out of the whole or any part of my participation in the Pirate Games;

15.3 To indemnify the Pirates of Port Adelaide from and against any and all actions, suits, claims, demands and costs of whatever kind or nature whatsoever, foreseen or unforeseen, obvious, inherent, known or unknown, and however arising which may be brought or made or claimed against the Pirates of Port Adelaide, and which is or are in any way directly or indirectly connected with or which arise out of the whole or any part of my participation in the Pirate Games and any negligent acts, errors or omission on my behalf;

15.4 That if I suffer harm, the Pirates of Port Adelaide may at my cost arrange medical treatment and emergency evacuation service, as deemed essential for my safety.

General

16. That in entering into this Agreement, I am not relying on any oral, written or visual representations or statements made by the Pirates of Port Adelaide or any other inducement or coercion to participate in the Pirate Games. That this Agreement is governed in all respects by, and interpreted in accordance with, the law of South Australia.

17. And I declare that:

17.1 I am medically able, properly trained and physically capable of entering and competing in the Pirate Games;

17.2 I am over the age of 18 years;

17.3 I am able to swim at least 20 metres unassisted; and

17.4 I agree to comply with the Pirate Rules attached to this Agreement.

Signature of Applicant

Printed Name of Signatory

Date

Signature of Witness & Date
