



**SOUTH AUSTRALIAN ROGAINING ASSOCIATION, INC.**

## **ADULT INDEMNITY AGREEMENT**

All adult members of a rogaining team must read and sign this agreement in order to enter this event. Maps will only be given out once all adult members have completed their details and signed.

### **ACKNOWLEDGEMENT OF RISK AND RELEASE FROM LIABILITY**

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**RISK WARNING:** Competing in a rogaining event is subject to risks. These include death, serious injury or illness due to: rough terrain and obstacles, especially at night-time; overexertion; heat, cold or other adverse weather conditions; plant and animal life; and accidents with vehicles, other competitors, landowners or members of the public.

There are also risks that access to medical, evacuation or search services might be slow; and that your personal property might be damaged or lost.

**MEDICAL COSTS:** I agree that if I am injured or require medical assistance, South Australian Rogaining Association, Inc, any of its members, officers, volunteers, or any other party associated with organising the event (together, the Event Organisers) may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organisers. I agree that I am responsible for my own medical and ambulance insurance cover.

**RELEASE AND INDEMNITY:** I have read the risk warning above. I have listened to and understood, or will ensure I do listen to and understand, the risk warning given by the organisers of this event prior to its commencement. I am aware that rogaining is a recreational activity that can be dangerous. I accept there is a degree of risk. I acknowledge that I participate in this event at my own risk. I agree to release and indemnify the Event Organisers from and against any claims, demands, rights or causes of actions, expenses, and costs whatsoever that I or other parties may have or that may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage, or death caused to me or my property as a result of my presence at, or participation in, this event, whether by negligence, breach of contract or in any way whatsoever.

### **EXCLUSION OF RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW**

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**YOUR RIGHTS:** Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services<sup>1</sup>), there is —

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury<sup>2</sup>.



<b>TEAM NUMBER</b>
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**IMPORTANT:** You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child’s rights.

**AGREEMENT TO EXCLUDE, RESTRICT OR MODIFY YOUR RIGHTS:** I agree that the liability of the South Australian Rogaining Association, Inc for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Name:	Mobile number:
Signature:	Emergency contact number of a non-competitor:
Date:	
Signature of witness:	
Name and address of witness:	

Name:	Mobile:
Signature:	Emergency contact number of a non-competitor:
Date:	
Signature of witness:	
Name and address of witness:	

Name:	Mobile:
Signature:	Emergency contact number of a non-competitor:
Date:	
Signature of witness:	
Name and address of witness:	

Name:	Mobile:
Signature:	Emergency contact number of a non-competitor:
Date:	
Signature of witness:	
Name and address of witness:	

Name:	Mobile:
Signature:	Emergency contact number of a non-competitor:
Date:	
Signature of witness:	
Name and address of witness:	

**DEFINITIONS**

- 1 Recreational services are services that consist of participation in—
  - a sporting activity or similar leisure-time pursuit; or
  - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- 2 Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au).



**SOUTH AUSTRALIAN ROGAINING ASSOCIATION, INC.**

**CHILD INDEMNITY AGREEMENT**

A parent or guardian of each child member of a rogaining team must read and sign this agreement in order to enter this event. Maps will only be given out once a parent or guardian of each child member has completed their details and signed.

**RISK WARNING:** Competing in a rogaining event is subject to risks. These include death, serious injury or illness due to: rough terrain and obstacles, especially at night-time; overexertion; heat, cold or other adverse weather conditions; plant and animal life; and accidents with vehicles, other competitors, landowners or members of the public. There are also risks that access to medical, evacuation or search services might be slow; and that your personal property might be damaged or lost.

**MEDICAL COSTS:** I agree that if my child is injured or requires medical assistance, South Australian Rogaining Association, Inc, any of its members, officers, volunteers, or any other party associated with organising the event (together, the Event Organisers) may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organisers. I agree that I am responsible for my child's medical and ambulance insurance cover.

**RELEASE AND INDEMNITY:** I have read the risk warning above, and ensured my child has read the warning, or explained it to him or her. I will ensure my child listens to and understands the risk warning given by the organisers of this event prior to its commencement. I am aware that rogaining is a recreational activity that can be dangerous. I accept there is a degree of risk. I acknowledge that my child participate in this event at his or her own risk. I agree to release and indemnify the Event Organisers from and against any claims, demands, rights or causes of actions, expenses, and costs whatsoever that my child, I, or other parties may have or that may be made by my child or me or other parties on my child's or on my behalf or by other parties in their own right, for or in respect of or arising out of any injury, loss, damage, or death caused to my child or my child's property as a result of my child's presence at, or participation in, this event, whether by negligence, breach of contract or in any way whatsoever.

Name of child #1:

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Name of parent/guardian:

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Signature:

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Date:

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Name of child #2:

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Name of parent/guardian:

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Signature:

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Date:

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Name of child #3:

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Name of parent/guardian:

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Signature:

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Date:

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Name of child #4:

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Name of parent/guardian:

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Signature:

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Date:

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