

THE BALMORAL BEACH CLUB LIMITED (“BBC”)

ACN 79 000 016 633

ADULT - RISK WARNING, WAIVER & ENTRY CONDITIONS

RISK WARNING

Open water swimming and beach/athletic events can be dangerous and risky activities and could result in your loss of life, injury or illness. The risks include, but are not limited to drowning; attack by sharks or stings by stingrays, bluebottles, jimbles or other marine life; polluted or contaminated water; hazardous sea or beach conditions; collision or physical contact with other participants, spectators, pedestrians, buoys, boats and other vessels (particularly if any part of the event is in navigable waters), vehicles, submerged rocks or other objects; medical emergencies (e.g. heart attack, epileptic fit, cramp, collapse or hypothermia); hazardous weather conditions, including lightning strikes; and tripping hazards. Where an event involves the use of a vessel or vehicle or swimming beyond maritime buoys, this could involve additional risk of death or injury.

WAIVER

I *(full name please)*

of *(home address) (“Participant”)*,

confirm that I am over 18 years and wish to participate in swimming, beach and/or athletic events (“**Events**”) conducted, sponsored or endorsed (whether officially or unofficially) by BBC. As a participant in any Event, I hereby:

1. confirm I have read, accept and agree to the above **Risk Warning** (see above) and Entry Conditions (see below);
2. agree to waive, release and discharge BBC and its Directors, officers, officials, members, lifeguards and volunteers and all other participants in the Event (and each of them and their respective heirs, successors, executors and administrators) (**collectively “the Releasees”**) from all claims, demands and liabilities arising from the Participant participating in the Event (“**Claims**”), including for any injury, loss or damage to persons or property caused by any act or omission of any of them in the conduct of the Event and for reimbursement of any costs or expenses (being for medical, hospital, rehabilitation, legal, or any other purpose) that may be incurred by me or on my behalf;
3. agree to indemnify and hold harmless the Releasees and each of them against all Claims that the Participant, or anybody on their behalf, may make against any of the Releasees;

4. agree that any terms, rights or guarantees implied by law or statute in connection with the Event, including as a recreational service, are excluded to the extent permitted by law;
5. accept full responsibility for my personal possessions during the Event;
6. consent to receiving such medical treatment as the Event officials consider appropriate during or following the Event;
7. agree that BBC may publish or use any photograph of me or any member of my family taken at the Event in their publications, promotions, websites or in such other manner as BBC may decide, without my prior approval or consultation with me.

ENTRY CONDITIONS

1. Your participation in any Event is **AT YOUR OWN RISK**. BBC takes no responsibility for your safety or health during any the Event. You acknowledge having read and understood the **Risk Warning** above and accept all risks of the Event.
2. You must be a competent swimmer and athlete, in good health and fitness to participate. If you suffer from any medical condition, you must first consult your medical adviser before participating. You must not participate if you are under the influence of, or affected by, alcohol, drugs, medication or other substances.
3. While BBC might take precautions for the safety of participants, no lifeguard, marshal, medical attendant, patrol vessel or other emergency assistance may be available to assist you if the need arises.
4. You must exercise care and courtesy to avoid accidents, collisions with or injury to other participants and other persons and vehicles/vessels that may be on the course at the same time as an Event is being undertaken. BBC does not have exclusive use of beach, ocean, roads, footpaths or public places where Events are held. The Event is intended to be good fun and to promote fitness and comradeship, so you should enjoy yourself, but not at the expense of other participants or the general public.
5. You must observe the directions and instructions of Event officials. Event officials have authority to remove a participant from any Event if considered to be incapable of continuing without risk of serious injury. All decisions of Event officials are final and binding.
6. BBC reserves the right to postpone or cancel any Event at its discretion. If an Event is cancelled then any fee paid to BBC is not refundable.
7. Your registration for any Event is not transferable to any other person.

I confirm and accept the above Risk Warning, Waiver and Entry Conditions

Signed by:

Emergency contact:

..... **(Participant)**

Name:

Mobile no:

Address:

Date:

Phone No: