

MTB
CAPE TO CAPE
WESTERN AUSTRALIA

25-28 OCTOBER 2012
PRESENTED BY



ZUBINI MARKETING AND MANAGEMENT PTY LTD
CAPE TO CAPE MTB 2012
DECLARATION, WARRANT, WAIVER AND RELEASE

Name of entrant.....

DOB of entrant

Name of Parent/Guardian

Address..... Post Code.....

Mobile Ph..... Home Ph.....

“**Activities**” means the preparation for and participation in recreational activities including but not limited mountain bike riding.

RISK WARNING:

THE ACTIVITIES INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM THE ACTIONS OF A PERSON NAMED IN THIS FORM BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS. IN CONSIDERATION FOR, AND AS A CONDITION OF THE ACCEPTANCE OF THE APPLICATION OF THE PERSONS SET OUT IN THIS FORM TO PARTICIPATE IN THE CAPE TO CAPE MTB 2011.

TO PARTICIPATE IN THE CAPE TO CAPE MTB 2012, I:

1. warrant that the entrant is medically fit (including physically and mentally) to participate in any mountain biking activity or similar and that the entrant has been advised otherwise by a medical practitioner;
2. acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the Civil Liability Act, 2002 and agree that I/we each assume all risks in connection with my/our participation in the Activities and acknowledge that Zubini Marketing and Management Pty Ltd is not liable for the breach of any express or implied warranty that services it provided with reasonable care and skill;
3. agree that I/we will abide by the rules and conditions of the Activities including those in any literature or verbal or written instructions and will at all times comply with any such instructions from any employee or volunteer or contractor of Zubini Marketing and

Management Pty Ltd. and will at all times abide by Western Australian Traffic Laws.

4. waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission of any person, whether or not presently ascertained immediate, future or contingent, which I/we may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I/we may suffer or sustain in the course of or consequent upon my/our participation in the Activities;

5. indemnify against any claim, right or cause of action howsoever arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which I/we may have for or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which I or any of us may suffer or sustain in the course of or consequent upon my/our participation in the Activities;

6. agree that the waiver, release and discharge contained in paragraph 4 above and the indemnity contained in paragraph 5 above shall operate in favour of Zubini Marketing and Management Pty Ltd and its employees, assigns, sponsors, agents, officers, directors and related bodies corporate (as that term is defined in the Corporations Act), each the "Released Persons", and shall so operate whether or not the loss, injury or damage is due or attributable to an act, neglect or omission (including from any negligent act or omission of any person) of any one or more of the Released Persons;

7. agree that the waiver, release and discharge contained in paragraph 4 above and the indemnity contained in paragraph 5 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against any or each of the Released Persons;

8. acknowledge and agree that Zubini Marketing and Management Pty Ltd' s liability under any statutory right or any condition or warranty implied by any State Fair Trading Act or the Trade Practices Act 1974 (Cth) which cannot be lawfully excluded is, to the extent permitted by law, limited at the option of Zubini Marketing and Management Pty Ltd to the re-supply of the relevant services by Zubini Marketing and Management Pty Ltd or the payment by Zubini Marketing and Management Pty Ltd of the cost of having the services supplied again.

If any entrant is under 18 years of age on this day, the declaration must be signed by a parent or guardian of that entrant.

The persons named below warrant and certify that he or she is the parent or guardian of the child named below the Child has my/our consent and is capable of participating in the Activities. The person(s) named below confirm that he/she has read and understand this declaration, warrant, waiver and release and agrees, on behalf of the Child, to be bound by each of those conditions and having done so, signs voluntarily.

PUBLICITY RELEASE FOR ALL ENTRANTS UNDER 18

I unconditionally assign to Zubini Marketing and Management Pty Ltd all right title and interest I/the Child may have in any and all audio, audio visual and/or photographic recording of the Child and grant to Zubini Marketing and Management Pty Ltd permission to use, display, licence, sell and publish or otherwise deal with such audio, audio visual and/or photographic recordings of the Child, including for the purpose of advertisement, promotion or otherwise. I further agree that any such recording(s) shall remain the exclusive property of Zubini Marketing and Management Pty Ltd.

MEDICAL RELEASE FOR ENTRANTS UNDER 18

(A) I permit any Zubini Marketing and Management Pty Ltd employee or volunteer or contractor to arrange for medical attention for the Child or to transfer the Child to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for My Child.

(B) I agree that on transporting the Child to any hospital or medical facility Zubini Marketing and Management Pty Ltd will have no further responsibility for, or in respect of, My Child.

(C) I agree to pay all costs associated with such medical care or attention and for related transportation for the Child and I agree to indemnify and to keep indemnified Zubini Marketing and Management Pty Ltd for and in respect of any such costs incurred.

I HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I SIGN VOLUNTARILY.

Signature of Parent/Guardian of Entrant:

Date:

Relationship of Parent/Guardian to the Entrant.....

DOB of Parent / Guardian.....