General Release and Indemnity The Rotary Club of *Berrima District Rotary*

Berrima District Rotary Where's Wally Fundraising Adventure Journey (BDRWWFAJ)

I, ----------(*insert name of Participant*)

of ----------*(insert Participant's Home Address)*

In the State of ----------*(insert State)*

1. I am aware and acknowledge that *BDRWWFAJ* involves inherent risks, including the risk of injury to life or death and damage to property and in undertaking such activities, I do so at my own risk.

2. I am also aware that it is a condition of participation in *BDRWWFAJ (*"Event") that Rotary, its officers and employees, agents and volunteers are released by me from all liability howsoever arising from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of my participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.

3. I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of my participation in the Event.

4. I acknowledge and agree that my participation in the Event is as a consequence of my own free will and desire and that I have read and understood the above warning, release and indemnity.

5. I warrant that I am 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that I am a minor, I have the permission of my legal guardian to participate in the Event and that my legal guardian has agreed to adhere to the terms of the indemnity below.

6. I PERMIT the Event Organisers its licensees or assignees to take such photographs and/or video or audio recordings of or including me during the BDRWWAJ we can then use such material as we see fit including for advertising/marketing/publicity.

7. I will not drive a vehicle in the BDRWWAJ if I am under the influence of alcohol or drugs.

8. I acknowledge that the vehicle in which I travel is currently registered and covered by Compulsory Third Party Personal Injury vehicle insurance and Third Party Property Insurance

Signed

Dated ____/____/____

To be completed only if the participant is a minor

I, ----------*(insert name of Parent/Legal Guardian)*
of ----------*(insert Parent's/Legal Guardian's home address)*
am the legal guardian of ----------*(insert name of Participant)* ***("Participant")*** and consent to him/her participating in the Event.

- I release Rotary, its officers and employees, agents and volunteers from all liability, howsoever arising, from injury or damage to both property and person howsoever caused (whether fatal or otherwise) arising out of the Participant's participation in the Event whether or not such injury or damage is due to any negligent act, breach of duty, default and/or omission on the part of Rotary, its officers and employees, agents or volunteers.
- I indemnify Rotary, its officers and employees, agents and volunteers against all loss, damage and expenses (including legal costs on a solicitor and own client basis) arising out of or in connection with any claims, actions, proceedings or demands of any kind arising directly or indirectly as a consequence of the Participant's participation in the Event

Signed _____Name:_____Date:_____