

## **General Release and Indemnity**

### **The Rotary Club of Gloucester NSW Mental Health Walking Relay and Colour Run Event on the**

**12<sup>th</sup> & 13<sup>th</sup> October 2024**

1. The Participant is aware and acknowledge that the Mental Health Walking Relay and Colour Run Event 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. The Participant is also aware that it is a condition of participation in the Mental Health Walking Relay and Colour Run 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 party of Rotary, its officers and employees, agents or volunteers.
3. The Participant 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. The Participant 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. The Participant warrant that he/she is 18 years of age or older and am lawfully able to enter into this above release and indemnity or, in the event that he/she is a minor, he/she has the permission of his/her legal guardian to participate in the Event and that his/her legal guardian has agreed to adhere to the terms of the indemnity below.
6. If the participant is a minor, the legal guardian consents to him/her participating in the Event upon signing the Registration Form attached.
7. If the participant is a minor, the legal guardian will 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.
8. If the participant is a minor, the legal guardian 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.
9. It is the duty of the Team to supervise any minor participants at all times
10. By entering an event or program of the Rotary Club, you are entering an area where photography, audio and video recording may occur. Your entry and presence on the event premises constitutes your consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the Gloucester Rotary and its initiatives, including, by way of example only, use on websites, in social media, news and advertising.

By entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media.

You understand that all photograph, filming and/or recording will be done in reliance on this consent. If you do not agree to the foregoing, please do not enter the event premises.

