



COMPETITOR WAIVER

SCHEDULE 1

NAME OF COMPETITOR:

AFFILIATED CLUB:

DATE OF BIRTH:

NAME OF GUARDIAN: (If under 18)

RELATIONSHIP TO COMPETITOR:

EXISTING MEDICAL CONDITIONS

EMAIL ADDRESS

CONTACT NUMBER

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

INSURED PARTIES: SNAPPER ROCKS SURFRIDERS CLUB INC, USHER LOVE PTY LTD A.C.N. 642 201 670 SURFING AUSTRALIA LIMITED, WORLD SURF LEAGUE, MYSURF.TV., LICENCED STATE ASSOCIATIONS, LICENCED HOLDERS, MEMBER SURF SCHOOLS, ACCREDITED COACHES, AFFILIATED CLUBS, COMMITTEES, REGISTERED MEMBERS (INCLUDING PROFESSIONAL), VOLUNTARY WORKERS, CONTRACT COACHES, CONTRACT JUDGES, CONTRACT LIFEGUARDS AND DECLARED EVENT CONTRACTORS AND ITS SUBSIDIARY AND RELATED BODIES CORPORATE, AS DEFINED IN THE CORPORATIONS ACT 2001, (INCLUDING THOSE ACQUIRED OR INCORPORATED DURING THE PERIOD OF INSURANCE) FOR THEIR RESPECTIVE RIGHTS, TITLES AND INTERESTS. ABN 91 828 043 399, CITY OF THE GOLD COAST, THE STATE OF QUEENSLAND.

I HAVE READ AND UNDERSTAND THIS WAIVER OF MY LEGAL RIGHTS.

.....
SIGNATURE OF PARTICIPANT/GUARDIAN

.....
WITNESS

.....
NAME OF PARTICIPANT & GUARDIAN

.....
NAME OF WITNESS

.....
RESIDENTIAL ADDRESS

.....
DATE

USHER CUP SURF COMPETITION WAIVER

Insured Parties in Schedule 1 ('the Organisers')

The Participant named in Schedule 1 acknowledges and agrees that the activity organised or conducted by the Organisers is in the nature of an "extreme sport/ and or competitive surfing activities in the ocean" and as such, has inherent dangers and risks, including risk of injury or death to the Participant.

The Participant further acknowledges and agrees that due to the nature of the activity, it would be unreasonable for the Organisers to be in any way responsible for any injury to or death of the Participant and the Participant, to the full extent permitted by law, and notwithstanding the payment of any money to the Organisers, hereby indemnifies the Organisers from any claim by any party and waives all of his or her legal rights of action against and fully releases the Organisers for loss, damages, injury or death howsoever arising out of or in relation to the participation by the Participant in the activities and competition conducted or organised by the Organisers including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Organisers, its office bearers, directors, employees or agents.

The Participant warrants that he or she is not currently suffering from any back, spinal or head injury or condition, or any condition of the heart or brain or any other physical affliction, including but not limited to high blood pressure, epilepsy, history of stroke or brain haemorrhage, which may be exacerbated or inflamed by the Participant participating in the activity.

The Participant warrants that he or she has disclosed any injury or condition which may reasonably be required to be disclosed to the Organisers prior to partaking in the activity. The Participant warrants that before participating in any physical activity, the Participant has been afforded the opportunity to obtain the approval of a qualified medical practitioner. The Participant understands this is particularly important if the Participant is over 35 years of age or has a pre-existing disability or medical condition. The Participant understands that failure to disclose any injury or condition will unreasonably put other persons at risk of injury including in the event of a rescue or other intervention.

The Participant consents to receive and agrees to pay for any medical treatment, rescue or intervention (including transport by ambulance or helicopter) which is considered in the reasonable opinion of the Organisers or medical staff to be advisable, before, during or after the activity.

The Participant acknowledges that safety precautions undertaken by the Organisers (such as beach and ocean supervision, safety briefings and equipment safety checks) are a service to the Participant and other Participants but are not a guarantee of safety. The Participant agrees to obey and accept the activity rules and any other instructions or directions (whether announced on the day or otherwise).

The Participant consents to the free use of his or her name and pictures of in any audio or visual recording broadcast, telecast, social media and print by the Organisers and/or any sponsors in relation to the activity.

The Participant further acknowledges and agrees that he or she has undertaken the competitive activity freely, voluntarily and absolutely at his or her own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver shall bind the Participant and his or her executors.

Any Participant younger than 18 years of age must have this Waiver signed by their legal guardian (ie a parent) and if the person is not the parent of the Participant, they must provide evidence to the satisfaction of the Organisers that they are the legal

