

## **VOLUNTEER WAIVER, WARRANT AND RELEASE**

Volunteers are essential to the success of the Eureka Stair Climb, so thank you for helping make this year's event possible!

There are a few things we need you to know and agree to before committing to becoming volunteer for the Eureka Stair Climb. This is a legal document that affects your rights, so please read this document carefully before accepting and signing below.

1. I warrant that I am medically fit (including physically and mentally) to volunteer for the Eureka Stair Climb ("the Event") and have not been advised otherwise by a medical practitioner to volunteer for the Event.
2. I release and hold harmless, The Fred Hollows Foundation (FHF), sponsors and volunteers involved in organising the Event from any and all liability for death, injury, property theft and other loss or injury whatever and however, occurring which I may suffer as a result of, or in connection with my volunteering at this event.
3. I understand that the scope of my relationship with The Fred Hollows Foundation (FHF) and the Event is limited to a volunteer position and that no compensation is expected in return for my services; and that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of taking part in a volunteer activity at this event.
4. I acknowledge that FHF shall not be responsible to me for any punitive, exemplary, incidental, special or consequential damages including, but without limitation loss of profits, loss of revenue, loss or denial of opportunity, indirect/remote/abnormal or unforeseen loss or any similar loss whether or not in the reasonable contemplation of FHF or me.
5. I understand that I cannot claim against FHF, its staff, contractors and volunteers, for any loss, damage or injury incurred as a direct or indirect result of volunteering at this fundraising event.
6. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by the event organisers, its sponsors or assigns, without payment or compensation.
7. I state that I am of lawful age (18 years or older) and legally competent to sign this waiver.
8. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of an accident, injury and/or illness as a result of my involvement in the Event.
9. I acknowledge that I am responsible for my personal possessions and equipment during the Event.
10. I acknowledge that the activities assigned to me as a volunteer may involve me being outdoors in the elements and that I should be prepared for all weather conditions and ensure I bring sufficient sun and rain protection.
11. I further acknowledge that I have been advised by the principals, servants and/or agents of FHF, of the risks associated with volunteering and to the extent permitted by law, I have voluntarily assumed those risks.
12. I acknowledge that FHF retain all intellectual property arising out of activities relating to the Event. As a volunteer I am required to surrender any copyright material arising out of these activities to FHF, or King Performance Events (KPE), as applicable, on completion or termination of my involvement in this event.

13. I further acknowledge that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.
14. I agree that at all times whilst volunteering for FHF I will act in a professional manner so as to uphold the principals and standards under which FHF works, and at no time will act in a way that is likely to bring FHF or its associates into disrepute. Similarly, I agree to uphold the ethics and standards of FHF and shall not do anything to bring FHF or its staff or associates into disrepute.
15. I understand that the terms herein are contractual, serious, not a mere recital and form the basis of the Agreement by which I participate; and that I have signed this document of my own free act.
16. I WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my volunteering in and my travelling to and from the Event the following person or entities: FHF, King Performance Events, Event sponsors, volunteers, community organisations, all State, Federal and Local Government authorities in which the Event may be staged and the owners, licensees or occupiers of any property upon which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and participants, including medical and paramedical personal appointed for the Event.

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

Please check the tickbox on the website