

TERMS OF ENTRY - IMPORTANT

The participant acknowledges he has read and agrees to the terms and conditions of entry set out herein prior to registering as a participant in the event.

1. Waiver for Participation in Recreational Activities supplied by Rapid Ascent PTY LTD ("the supplier")

- 1.1. The participant acknowledges and agrees that the activity organised or conducted by the supplier is in the nature of an "extreme sport" and as such, has inherent dangers and risks, including risk of injury or death to the participant.
- 1.2. The participant further acknowledges and agrees that due to the nature of the activity, it would be unreasonable for the supplier to be in any way responsible for any injury to or death of the participant and the participant hereby, to the full extent permitted by law, waives all of his or her legal rights of action against and fully releases the supplier for loss, damages, injury or death howsoever arising out of or in relation to the participation by the participant in the activities conducted or organised by the supplier 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 supplier, its office bearers, directors, employees or agents.
- 1.3. This waiver, release and discharge shall be and operate separately in favour of the supplier and the Crown in the right of all States and Territories and the Commonwealth, shires, government departments and agencies, persons (including Ministers and statutory office holders), corporations and bodies involved or otherwise engaged in promotion or staging the event or the management of the land or water on which the event is staged and the servants, agents, representatives and officers of any of them
- 1.4. The participant further acknowledges and agrees that he or she has undertaken the 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.
- 1.5. The participant has read and understands this waiver of the participant's legal rights.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

2. The participant agrees:

- 2.1. to the terms and conditions contained in this entry form in consideration of and as a condition of acceptance of the participant's entry in this event, for himself or herself, his or her heirs, executors and administrators.
- 2.2. to comply with the event rules and regulations stipulated by the supplier.
- 2.3. that this agreement shall be construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State
- 2.4. to allow my photograph, video, multimedia or film likeness to be used for any legitimate purpose by the organizers, sponsors or others.
- 2.5. for the appointed photographer and/or videographer to fly a "very small" or "small" size drone (as defined by CASA) up to, but no closer than 15m (laterally) away from me. I am aware of and agree to the CASR 101.245 rule (copied below) that governs this requirement. My permission is taken to be valid for a period of 12 months. I also understand that the risk mitigations for this scenario have been approved by CASA, however I understand that there are still inherent risks and consequences of accidental interaction with the drone, that may still occur.
- 2.6 I consent to receiving any medical treatment including ambulance transportation that the event organisers deem necessary during and after the event.

3. The participant acknowledges:

- 3.1. he or she has disclosed all information requested in the supplier's entry form and warrants that he or she possesses all qualifications as stipulated by the supplier for the event;
- 3.2. he or she has sole responsibility for the security and safety of the participant's athletic equipment and other personal belongings during the event and related activities;
- 3.3. he or she has received advice that it is highly recommended that he or she obtain personal health insurance to cover any accident or injury or other risk incurred during participation in the event;
- 3.4. additional event rules and regulations stipulated by the supplier may be posted on the supplier's website at <http://www.rapidascent.com.au/> or as otherwise advised by the supplier and are expressly incorporated in the terms and conditions of this agreement.

4. The participant warrants he or she is physically fit to compete safely in the event, and the participant has not received medical advice to the contrary.

5. The participant hereby irrevocably consents to receive medical treatment that may be considered by the supplier advisable or necessary in the event of injury, accident and/or illness during the event.

Name of Participant

Signature of Participant Date:

COMPETITORS UNDER THE AGE OF 18:

I,, being the parent or guardian of the person named in the indemnity above Acknowledgement, Release and Indemnity ("the Indemnity") hereby acknowledge and agree that:

- I have read the whole of this document and understand it and have explained it to the person named in the Indemnity;
- I consent to the person named in the Indemnity participating in the Event; and
- I am aware of the risk, dangers and obligation set out above in the Indemnity.

In consideration of the person named in the Indemnity being accepted to participate in the Event, I agree to release and indemnify the Event organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, in the same manner and to the same effect and extent as if I were the person named in the Indemnity and the person participating in the Event.

Signature of Parent/Guardian: **Date:**

CIVIL AVIATION SAFETY REGULATIONS (CASR) 1998 - REG 101.245

Operation near people

(1) Subject to subregulations (2) and (3), a person must not operate an RPA within 30 metres of a person (the **second person**) who is not directly associated with the operation of the RPA.

Penalty: 10 penalty units.

(1A) An offence against subregulation (1) is an offence of strict liability.

Note: For **strict liability**, see section 6.1 of the *Criminal Code*.

(2) Subregulation (1) does not apply if the second person is standing behind the RPA while the RPA is taking off.

(3) Subregulation (1) does not apply if:

- (a) the RPA is a very small RPA, small RPA or medium RPA; and
- (b) the second person has consented to the RPA operating within 30 m of him or her; and
- (c) the RPA is operated no closer than 15 m of him or her.

(4) Subregulation (1) does not apply if:

- (a) the RPA is an airship; and
- (b) the airship approaches no closer to the second person than 10 m horizontally and 30 ft vertically.

(5) Subregulation (1) does not apply if the person holds an approval under regulation 101.029 for the purposes of this subregulation.

Note: A defendant bears an evidential burden in relation to the matters in subregulation (2) to (5): see subsection 13.3(3) of the *Criminal Code*.