

# **Country Hope Trust**

To give relief when it matters most

NSW CFN 17801 VIC FR0016602 ABN 93 187 189 789

### **EVENT TERMS AND CONDITIONS**

### **Terms of Participation**

Thank you for registering to fundraise for Country Hope. All references to the **event** refer to **all** activities associated with your fundraising, whether they are held before, during or after a specific "event" date.

You participate in your event at your own risk and subject to these Terms and Condition. It is your responsibility to comply with all legal requirements relating to your fundraising event and you are responsible for obtaining your own insurance coverage as you consider appropriate for your fundraising event or activity. By participating in the event, you are accepting these terms and conditions, the Fundraising Guidelines and our Privacy Policy and agree to comply with them.

To participate in this event, you must be at least 18 years old or have parental/guardian consent to participate.

We may change these terms from time to time, without notification.

#### **Risk Notice**

The event may include recreational activities involving inherent risks of harm related to physical exertion. Some of those risks are injury due to slippery or uneven surfaces, obstacles, trip hazards, overcrowding, collision with objects or people and the effects of heat, cold, dehydration and/or exhaustion.

Injuries may arise from falls such as broken bones, sprained muscles, injuries to ligaments, cartilage or other soft tissue, as well as blisters, cuts and abrasions. Injuries may also occur from exertion, including heart attack, fainting and loss of consciousness.

Participating in the event in a public place also increases your risk of exposure to and contraction of communicable disease(s), including but not limited to COVID-19.

You acknowledge that the above is not an exhaustive list of all risks and there may be risks that are not known or reasonably foreseeable at this time.

You certify that you are in proper physical and mental condition and have no known medical conditions or disabilities that may affect you safely participating in the event. You understand that Country Hope recommends consulting a doctor before participating, particularly if you have ever experienced medical conditions that may make it dangerous for you to participate in the event.

Regardless of whether you have consulted a doctor, you agree that by participating in the event, you are aware of the risks involved and you voluntarily assume those risks (including any arising from the negligence of Country Hope).

You understand that Country Hope has not obtained personal accident insurance or any other insurance covering your participation in the event, and it is your responsibility to obtain all insurance which is appropriate for that purpose.

You assume all risks to both you and your property during the event.



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### **Disclaimer and Limitation of Liability**

Country Hope and its respective officers, employees and agents shall have no liability for any costs, losses or damages of any kind, which you may incur, arising either directly or indirectly from the conduct of your fundraising activity.

### **Release and Indemnity**

You fully and irrevocably exclude and release Country Hope, as well as their directors, officers, employees, volunteers, agents and representatives, from all liability for any loss, damage, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by you as a consequence of:

- your involvement in the event, including in relation to death and personal injury
- in connection with or in respect of any breach of these terms; and
- in connection with the publication or distribution of any material or information you supply to us.

If any claim, including in relation to personal injury, property damage or wrongful death arising from my participation in the event is commenced, you agree to indemnify and hold harmless Country Hope, as well as their directors, officers, employees, volunteers, agents and representatives, from any and all loss, damage, cost or expense in connection with such claim.

#### **Pandemic and Communicable Disease Health Management**

As part of the event taking place amidst the COVID-19 pandemic, you agree to adhere to all public health rules and regulations notified to you by your local, state or federal Government, other regulatory body or the event venue.

If you are attending the event as part of a group, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must:

- 1. make the contact details of your group available to the Government (if you have the consent of each group member to do so); or
- 2. contact each member of your group, and request that they provide their contact details to the Government directly.

All event participants and attendees must commit to stopping the spread of COVID-19. If at the time of the event, you are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event and notify your Country Hope contact person as soon as possible.