

# KISS Arts Festival Raft Race

## **Risk awareness acknowledgement, assumption of risk and release and waiver of pubic liability agreement.**

This agreement is between the undersigned participant and Releases named below.

**Whereas**, Participant acknowledges that Participant is aware that there are inherent risks in participating in the KISS Arts Festival Raft Race (hereafter “KAFRR”) including risks that may be unanticipated; and

**Whereas**, Participant acknowledges that the KAFRR requires participants to be in proper physical condition; and

**Whereas**, in consideration of being allowed to participate in the KAFRR, Participant accepts and assumes, to the greatest extent allowed by law, all risks, including unanticipated risks, of loss, damage, illness, injury and/or death that accompany or arise from such participation; and

**Whereas**, Participant releases, to the greatest extent allowed by law, Participant’s right to make a claim, sue, or hold responsible those Releasees described below for any loss, damage, illness, injury and/or death Participant may incur, either directly or indirectly, from Participant’s conduct or from negligence, or intentional acts of other Participants in the event, the premises owner and/or the Releasees.

**Releasees:** The KISS Arts Festival, Kiama Council, The Crown owners of the land, Kiama Surf Lifesaving Club, The KISS Arts Festival Committee, The KISS Arts Festival Raft Race Committee and any of it’s members, any club involved in the running of The KISS Arts Festival such as The Kiama Lions Club, All sponsors of the event and their respective owners, employees, officers, directors, affiliates, agents and/or associates and any person or entity officially connected with the KAFRR and The KISS Arts Festival and each of their respective insurers.

**Acknowledgement and Acceptance of Risk:** I, the undersigned (also referred to as “The Participant” herein, above and below),

hereby acknowledge that I have voluntarily chosen to participate in the KAFRR sponsored by Releasees. I understand that certain risks are inherent and unforeseen in any recreational activity and cannot be eliminated, altered, or controlled and that these risks can be the cause of injury, illness, death, property damage and/or loss. I acknowledge and willingly assume all risks and hazards in participating in this event, including travel to and from the event. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to participate in the KAFRR and, by signing this release form, I declare that I am medically able, properly trained, physically fit and capable of participating in this event.

**Waiver and release:** In consideration for Releasees allowing me to participate in the KAFRR event, I on behalf of myself, my heirs, executors and administrators, voluntarily agree to waive, release, forever discharge and hold harmless to the greatest extent allowed by law, Releasees from any claims of liability arising, directly or indirectly, out of their negligence, fault, recklessness, or any other act or omission (whether intentional or unintentional), and/or from the negligence fault, recklessness, or any other act or omission (whether intentional or unintentional) acts of other participants in the event, and/or from my own conduct, which cause me, the undersigned, loss, illness, injury and/or death, and/or damages of any nature connected with my participation in the KAFFRR Event. I also acknowledge full and sole responsibility for any and all medical expenses that I may incur as a result of any injury and/or illness related to my participation in the event. I understand and agree that this Waiver and Release is binding.

In signing this document, I fully recognize and understand that if I am hurt, experience loss, become ill, die, or my property is damaged or lost, I am giving up my right to make a claim against the Releasees, even if they negligently or intentionally, or by some act or omission cause injury or damage. I hereby agree to follow all rules, regulation and instructions of Releasees during this event. I hereby agree that Releasees may use my name, Likeness, and/or voice, and may use film, videotape or otherwise create photographic/electronic records of this event for promotional and/or commercial purposes without compensation to me. I have read this document in its entirety. I understand that it is a release of any and all claims. I understand that this is the entire agreement between the undersigned and all

Releasees. I voluntarily sign my name as evidence of my acceptance of all provisions in this release and agree to be bound by them.

**THIS FORM MUST BE SIGNED BY ALL THOSE CREWING ON THE APPLICANTS RAFT**

Signed (Captain)\_\_\_\_\_ Date\_\_\_\_\_

Signed (Crew)\_\_\_\_\_ Date\_\_\_\_\_

Signed (Crew)\_\_\_\_\_ Date\_\_\_\_\_

Signed (Crew)\_\_\_\_\_ Date\_\_\_\_\_

Signed (Crew)\_\_\_\_\_ Date\_\_\_\_\_

(Use the back of this sheet if more space is needed)

**Disclaimer for Participants under the age of 18:**

I attest that I have authority to sign this document on behalf of the minor identified hereinafter. I authorize:

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(Print name of Participant) to participate in the KAFRR. I understand that by signing this, I give my consent and agree to the terms of this Risk Awareness Acknowledgement, Assumption of Risk and release and Waiver of Liability Agreement and, by my signature below, authorize my child's participation and further authorize, without limitation, the commercialization of his/her image, name, and/or voice subject to the terms set forth herein.

Signed (by parent or Guardian)\_\_\_\_\_

Date\_\_\_\_\_

Signature of minor Participant\_\_\_\_\_

Date\_\_\_\_\_

Birth Date of minor Participant\_\_\_\_\_