



Hidden Warrior Event - Waiver

HW Competitors to agree to be bound by the terms and conditions of this waiver during online registration, and will be deemed to have signed a copy of this waiver in person as they check-in and undertake the HW event.

RISK WARNING

PARTICIPATION IN THE HIDDEN WARRIOR EVENT, ANY EVENT RELATED PROGRAMS, ACTIVITIES, OR EVENTS (COLLECTIVELY THE “EVENT”), INVOLVES RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH.

POTENTIAL RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- PHYSICAL EXHAUSTION, MUSCLE CRAMPS, HEART FAILURE, DROWNING AND FALLS;
- DANGERS ASSOCIATED WITH COLLISIONS WITH ATHLETES, VEHICLES, PEDESTRIANS, SPECTATORS, VOLUNTEERS OR FIXED OBJECTS;
- DANGERS ARISING FROM SURFACE HAZARDS AND EQUIPMENT FAILURE; AND
- RISKS POSED OR CREATED BY OTHER PARTICIPANTS, SPECTATORS AND/OR VOLUNTEERS.
- INJURIES RESULTING NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

I acknowledge and agree that my participation as an athlete in respect of the Event is subject to my compliance with the rules, conditions, together with my declarations, warranties and releases, set out in this agreement entitled the Athlete Registration, Waiver and Release Form (collectively the “**Form**”).

I further acknowledge these statements are being accepted and relied upon by the Released Parties, as defined below.

CONDITIONS OF PARTICIPATION

I acknowledge that participation in the Event as an athlete is subject to the following conditions. I agree to abide by these conditions and, where necessary, I make the following confirmations:

1. Ultimate Warrior Pty Ltd (A.C.N 159 312 704) (“Hidden Warrior” or “HW”) reserves the right, in its reasonable discretion, to deny or disqualify any person from participating in the Event (either before or during the Event). In these circumstances, HW will refund the person’s entry fees EXCEPT where the person has:



(a) misrepresented their eligibility to participate in the Event at the time of entry; or

(b) breached any of the conditions of entry set out in this Form.

2. I confirm I have read and that I agree to abide by the competitive rules adopted by HW, including any drug or doping control rules, HW's Competition Rules and information in the HW information guide on the Website, as they may be amended from time to time.

3. I confirm I have read the Refund/Withdrawal Policy on the Website and acknowledge and agree that refunds of entry fees will be provided in accordance with the Refund/Withdrawal Policy only.

4. I will immediately advise the HW Race Director (or another suitable Event official) if I believe or become aware that the race course, facilities, equipment and areas to be used in the Event are unsafe.

5. I will not consume any drugs or alcohol that will impair my judgment and/or ability to participate in this Event or do anything that would result in a breach of HW's Doping Control Rules (which, in accordance with subsection (a), I confirm I have read and I agree to).

6. I will abide by all applicable traffic laws and/or directions while participating while participating in the Event.

7. I will respect the rights, dignity, and worth of every individual at the Event, including other athletes, volunteers, and spectators.

8. I will respect all property including but not limited to hotels, athletic facilities, and equipment.

9. I will act professionally and take responsibility for my actions, including demonstrating high standards in respect to my language and actions.

10. I will not discriminate against anyone based on sex, ethnicity, religion, ability, or performance.

11. I understand that all intellectual property rights to the trademark "Hidden Warrior" have been licensed to HW for the purposes of this Event.



ACKNOWLEDGEMENTS

I acknowledge and assume all the risks of, and incidental to, participating in the HW Event, including those set out in the warning titled "RISK WARNING" set out above. In addition, I accept and acknowledge the following:

1. It is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter.
2. I have no knowledge or reason to know of any personal physical or mental limitations, conditions or other restrictions that would make participation in the Event inadvisable, and I have not been advised against participation in the Event by any healthcare provider.
3. I am solely responsible for the condition and adequacy of my competition equipment and my conduct in connection with the Event.
4. I am solely responsible for the security of my personal possessions during the Event.
5. There may be vehicle or pedestrian traffic on the course route, and I assume the risk of running, biking, swimming and/or other portions of this Event and participating under these circumstances.
6. HW, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. If on the day of the Event, the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of HW, there shall be no refund of any participant entry fees or any other costs incurred by participants in connection with the Event.
7. By entering into and participating in the Event, I agree I am involved in a "recreational activity" for the purposes of the *Trade Practices Act 1975 (Cth)* ("**Act**"). I also agree that the terms and rights which may be implied into a contract for the supply of goods or services for my benefit pursuant to the Act and any liability of the Released Parties (defined below) flowing from them, are expressly excluded, restricted or modified by this declaration and this Form.



8. I have carefully read (or had someone else read to me) and understood this document. I am also aware that by signing this Form, I may effect the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and successors.

WAIVER AND RELEASE

For the purposes of this Form, the “**Released Parties**” are HW and it’s related entities and directors, all Event sponsors, Event organizers, Event promoters, Event producers, Event staff, Event officials, any sanctioning body, administrators, contractors, vendors, advertisers, race directors, volunteers, athletes, all other persons or entities involved with the Event, and all states, cities, towns, and other governmental bodies and/or municipal agencies and locations in which an Event or portions of an Event takes place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives.

HW holds the promises, releases, waivers and authorisations given by you in this Form for its own benefit, and as agent for the remainder of the Released Entities.

TO THE EXTENT PERMITTED BY LAW, I AGREE TO:

- 1. WAIVE AND RELEASE THE RELEASED PARTIES; AND**
- 2. INDEMNIFY AND KEEP INDEMNIFIED AND HOLD HARMLESS THE RELEASED PARTIES,**

FROM:

(a) ALL CLAIMS, ACTIONS, COSTS (INCLUDING LEGAL FEES), EXPENSES; AND OTHER LIABILITIES HOWEVER ARISING IN RELATION WITH MY PARTICIPATION IN THE EVENT (INCLUDING TRAVEL TO AND FROM THE EVENT); AND

(b) ALL INJURY OR DAMAGE HOWEVER CAUSED OF WHATSOEVER NATURE (WHETHER FATAL OR OTHERWISE) ARISING IN RELATION WITH MY PARTICIPATION IN THE EVENT (INCLUDING TRAVEL TO AND FROM THE EVENT) DIRECTLY OR INDIRECTLY FROM ANY ACT (WHETHER NEGLIGENT OR OTHERWISE) OR OMISSION (WHETHER NEGLIGENT OR OTHERWISE).



AUTHORISATIONS

1. I hereby authorise medical treatment for myself if deemed advisable in the event of injury, accident or illness by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital, and I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Event.

2. I hereby grant HW and the other Released Parties the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation or further notice, captured during the Event by HW, its affiliated entities or contractors, and/or media in all forms, including any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/ or any other record of this Event for any purpose whatsoever throughout the universe in perpetuity.

3. If a dispute arises in connection with this Form, or my participation in the Event, which cannot be settled by negotiation with HW or its representatives, I authorise and agree to such dispute being submitted to binding arbitration in accordance with the Rules for Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia. I agree that during such arbitration, both parties may be legally represented, and that if any provision of this Waiver and Release shall be deemed unenforceable for any reason, then that provision shall be deemed severable from this Waiver and Release Form and shall not affect the validity and enforceability of any remaining provisions.

I REPRESENT OF WARRANT THAT I AM AT LEAST EIGHTEEN (18) YEARS OLD AND I HAVE FULL LEGAL AUTHORITY TO COMPLETE THIS FORM ON BEHALF OF MYSELF.

IF I AM REGISTERING AN INDIVIDUAL UNDER THE AGE OF 18 OR AN INCAPACITATED ADULT, I REPRESENT AND WARRANT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THAT PARTY AND HAVE THE FULL LEGAL AUTHORITY TO SUBMIT THIS WAIVER AND RELEASE FORM ON THEIR BEHALF AND BY PRECEDING WITH THIS EVEN T REGISTRATION,

I AFFIRM I HAVE READ CAREFULLY AND UNDERSTAND THIS WAIVER AND RELEASE FORM, AND THAT I VOLUNTARILY SIGN IT.

IF ANY MISUNDERSTANDINGS HAVE ARISEN FROM AGREEING TO THIS DOCUMENT PLEASE EMAIL INFO@HIDDENWARRIOR.COM.AU