



# New South Wales Rogaining Association Inc.

ABN 15 314 080 648

## DISCLAIMER / WAIVER

Event :

Team No.:

Car Rego.:

We acknowledge that the Australian Rogaining Association Inc (ARA), with whom the organising body for this event (NSW Rogaining Association) is affiliated, holds Public Liability Insurance to the value of \$20 million in respect of all rogaining events conducted by ARA affiliated bodies. This insurance covers: organisers, landowners and other third parties for any damage caused by the organisers of, or participants in, any rogaining event in connection with that event. We also acknowledge that the ARA does not hold any Personal Accident Insurance in respect of participants in rogaining events conducted by ARA affiliated bodies. We accept that any personal accident cover required is our responsibility and entirely at our discretion.

Rogaining is an activity which can involve risk of personal injury or property damage. While it is acknowledged as a challenging activity, the risks ought not be discounted particularly navigating through potential dangers in a bush setting in daylight or darkness. Other, but less obvious, risks will occur because of the nature and type of terrain through which the activities are conducted. The NSW Rogaining Association (NSWRA) requires all participants to carry equipment such as suitable clothing, food, torches, compasses, water, first aid kit and any other allowed devices which will limit the inherent risks in the activity.

By participating in the activity, each participant acknowledges that the sport of Rogaining involves considerable risk and agrees that by entering this rogaine they do so at their own risk. The NSWRA does not accept any responsibility for death, injury, loss and damage to the participant and agrees to allow the participant to participate in the activity only on that basis.

The participant binds themselves, their executors, administrators, heirs, successors and assigns as follows:

a) The participant agrees to discharge and release the NSWRA, their volunteers, the owners and occupiers of land used in the event, event sponsors and producers, community organisations, State Federal and Local Authorities in which the event may be held and their (its) representatives from all liability for death, disability, personal injury, damage to property, theft, and all foreseeable risks, claims or actions of any kind, howsoever caused, resulting from their participation - directly or indirectly - in this event.

b) The participant agrees to further indemnify and hold harmless all entities and persons mentioned in the above clause (a) above from all liabilities, claims or action, as mentioned above, irrespective of whether the NSWRA or its employees or agents may have been negligent.

In particular, the participant agrees to indemnify the NSWRA for any loss or damage arising from participating in the event and agrees that this indemnity may be pleaded as a complete defence to any legal proceedings or any right the participant may claim against the NSWRA, its servants, agents or any owner or occupier of land used in the proceedings.

By the signing of this document, I acknowledge the risks of rogaining and agree to participate on the conditions as described above (participant must be 18 years or older to complete this section):

**Participant Name** (Please print clearly)

**Participant Signature**

**Date**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This section to be completed by a responsible adult where participant is under 18 years of age. If more than one responsible adult signing please photocopy & submit separate forms.

**Name(s) of junior participant(s):**

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge the risks of rogaining as described above and agree to indemnify the NSWRA for any injury or loss arising from the abovenamed minor(s) participating, and agree that by signing this indemnity or by permitting the minor to participate, I will accept complete responsibility for any injury or loss caused.

**Relationship to participant** (please delete whichever does not apply): Parent / Guardian / Other \_\_\_\_\_

**Name** (Please print clearly)

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: This is a legal document. You should seek legal advice before signing if you do not fully understand the meaning and effect of this document. If you do not accept these conditions of entry you will be unable to participate.**

Version: Sep. 2008