

‘Event’ means the Maitland River Regatta held on 26 January 2022 on the Hunter River at Lorn.

‘Event Organiser’ means Maitland City Council and Spark Event Group ABN 15 636 653 and each of their officers, employees, contractors, volunteers, independent contractors and agents.

In consideration of being permitted to participate in the Event, I agree to and warrant the following:

PARTICIPATION

1. I acknowledge that the Event is not a race against other contestants, and the object is to complete the course safely whilst ensuring the amenity and enjoyment of all participants.
2. I will abide by the rules of the Event and all directions and instructions given by the Event Organiser. I acknowledge that my participation in the Event is at the sole discretion of the Event Organiser and accept that the Event Organiser may refuse to allow me to participate in the Event at any stage. I acknowledge that the Event may be delayed, modified, or cancelled due to weather/river conditions which may make the Event unreasonably difficult or unsafe.
3. I am physically fit to participate in the Event. My ability to participate in the Event is not impaired by alcohol or drugs. I have not been advised by a medical practitioner not to participate in the Event.

RISK WARNING AND WAIVER

4. I participate in the Event at my own risk. I acknowledge that the Event involves on-water activities, and I understand there are inherent risks and dangers associated with these activities including contact or collision with persons or objects (natural or man-made), wildlife and animals that may be in the river (e.g. birds/snakes), equipment related hazards (e.g. broken, defective equipment), weather related hazards (e.g. extreme heat, rain, wind etc), judgement and/or behaviour-related problems (e.g. over exertion, dehydration). I acknowledge that I may suffer serious personal injury and/or death, as well as property loss or damage, as a result of my participation in the Event. I freely and voluntarily assume all risks associated with participating in this Event.

I acknowledge and agree this is a risk warning under the Civil Liability Act 2002 (NSW).

5. To the fullest extent permitted by law, I indemnify and will keep indemnified the Event Organiser against all costs, losses or damages however caused, arising from or in relation to my participation in the Event.
6. To the fullest extent permitted by law, I release the Event Organiser from, and agree the Event Organiser excludes all liability arising from, any loss or damage suffered in connection with the Event, including in respect of any death, physical or mental injury, arising from the Event not being supplied with due care and skill or equipment not being reasonably fit for purpose or for any breaches or failure of any consumer guarantee or due to negligence by the Event Organiser.
7. I agree that the indemnity, release and exclusion of liability contained in paragraphs 5 and 6 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against the Event Organiser.

8. I acknowledge that safety precautions taken by the Event Organiser are a service to me and other participants but are not a guarantee of safety.
9. I agree to notify the Event Organiser of any incident or accident experienced or witnessed by me during the Event.

EQUIPMENT REPLACEMENT OR REPAIR

10. I acknowledge and agree that if any hired equipment is destroyed, lost or damaged, I will be liable for the costs associated with replacing or repairing the hired equipment. I indemnify and will keep indemnified the Event Organiser for all costs associated with such replacement or repair.

MEDICAL TREATMENT

11. I consent to receiving, and agree to pay for, any medical treatment (including, without limitation, ambulance transportation and paramedic treatment) that the Event Organiser considers reasonably necessary during or after the Event. I indemnify and will keep indemnified the Event Organiser for all costs associated with this medical treatment.

COVID-19

12. I agree not to attend the Event if I:
 - Have any COVID-19 symptoms (including fever, cough, sore throat, runny nose), even if mild,
 - Am awaiting a COVID-19 test result, or
 - Am required to self-isolate under the current Public Health Order.

IMAGES

13. I understand that there may be photographs or videos captured on the day, and I give permission for my likeness to be reproduced by the Event Organiser.

DECLARATION FOR UNDER 16s

If you are under 16 years of age on the day this waiver is signed, it must be signed by your parent or guardian.

I warrant that I am the parent or guardian of the child ("My Child") and that My Child has my consent to participate in the Event. I confirm that I have read and understand this Waiver of Liability and that I agree on my own behalf and on behalf of My Child to be bound by it.

Full Name of parent: _____ Mobile

number of parents: _____

Signature: _____

Date: _____

DECLARATION FOR OVER 16s

I confirm that I have read and understand this Waiver of Liability and that I agree to be bound by it.

Full name: _____

Signature: _____

Signature: _____

Date: _____

PRIVACY STATEMENT: Maitland City Council collects and holds the personal information contained in this form for the purposes of registering your participation in the Event and for directly related purposes. Supply of this information is voluntary, but we may not be able to process your registration without it. We may also use this information to contact you regarding future events that may be of interest to you unless you advise us otherwise. Council's Privacy Management Plan is available at www.maitland.nsw.gov.au and details how personal information is stored and accessed.