

Bodacious Breaks

Accident Waiver and Release of Liability Form

I acknowledge that Bodacious Breaks and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

Risks Associated with Surfing

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss.

The risks cause include, but are not limited to terrain, facilities, temperature, exposure to the sun and cold water for long periods of time, weather, health of participants, physical exertion to yourself in ways you may not be accustomed (I.E paddling, multiply days of surfing), equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants (collisions), volunteers, monitors, and/or producers of the activity. You may fall or be dumped by a wave onto a sandbank or reef; you may be exposed to rapid and adverse weather, you may suffer wounds due to any part of the board, wave and ocean change, or bitten or stung by a marine creature (shark, bluebottle jellyfish, and stingray) These risks are not only inherent to participants, but are also present for volunteers.

Medical Treatment

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. I consent to emergency services being called on behalf in the event of injury, accident, and/or illness. I consent to transport to a medical facility in the event of injury, accident, and/or illness.

Photography and Filming

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organisers, and assigns.

Weather and Surf Conditions

I acknowledge and accept that weather and surf conditions are beyond the control of the organizers and that the availability of suitable surf conditions cannot be guaranteed. As such I agree there will be no refunds or rescheduling granted solely due to unsuitable surf conditions. I accept rescheduling may be considered at the discretion of the organizer if the entire trip is cancelled in the case of extreme weather events (IE cyclone, bush fire).

4WD Access

I understand and acknowledge there may be requirements to access locations with off road driving with inherent risks but limited to, Accidents resulting in death, vehicle rollovers, encounters with wildlife and difficult terrain with off road conditions. I voluntarily assume full responsibility for any risks of loss, property

damage, or personal injury, including death, that may be sustained by me as a result of being engaged in such activity.

Theft

I am aware that there is a risk of theft or loss of personal belongings while attending the event, and I voluntarily assume all risks related to the potential theft of my property. I release, waive, discharge and covenant not to sue the event organisers, volunteers, and or affiliated individuals (hereafter referred to as "Released Parties") from any and all liability, claims, demands, actions, or causes of action resulting from any theft, loss, damage to my personal belongings, whether caused by the negligence of the released parties or otherwise.

Drugs and Alcohol

I acknowledge alcohol and or drugs will not be supplied by the event organisers and any consumption of will be entirely voluntary. I am aware of the potential risks associated with consumption of alcohol or use of drugs including but not limited to impaired judgement, coordination, and reaction time, and I voluntarily assume all risks related to the use of Drugs or consumption of alcohol at this event.

I am responsible for my actions while under the influence of alcohol or drugs.

Food and Beverages

I voluntarily assume full responsibility for any risks of loss, property damage, or personal damage, or personal injury, including illness or death that may be sustained by me as a result of consuming food or beverages provided at the retreat by the organisers.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby assume all of the risks of participating in any/all activities associated with this event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Bodacious Breaks, the event holders, sponsors, and organisers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I waive, release and discharge from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, the following entities or persons: Bodacious Breaks (Jenna Marie Hebbard ABN 11 950 512 567) and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B)) Indemnify, hold harmless and promise not to sue the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

Governing Law

This agreement is governed by the law in force in Queensland.

Electronic Signature

I consent to the electronic signing of this agreement, by means of the insertion of an electronic visual representation of the manual signature (either directly or by scanned image) of the relevant signatory, and agree that no other method of electronic signature of the agreement is permitted.

I certify that I have read this document and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Participant's Signature

Parent/Guardian Signature (If under 18 years old, Parent or Guardian must also sign.)

Registration

Date of Program: _____

Location of Program: _____

Name: _____

DOB: _____

Contact:

Email: _____

Phone Number: _____

Emergency Contact: Name: _____ Phone number: _____

Relationship: _____

Medical Details:

I can swim 50 metres: YES NO

I am fit enough to participate in this program: YES NO

Do you have any illnesses, allergies, previous or present injuries? YES NO

If yes, please provide details: _____

Are you on any medication? YES NO

If yes, please provide details: _____

Is there any other information you need to notify us about regarding health, ability or medical conditions?

Do you have any food allergies or dietary requirements?
