

**Peninsula Obstacle Racing Course
Woodford Park Pty Ltd (ACN 062 478 666)
Waiver and Release - Health Questionnaire**

Participant Name:.....

Address:.....

Date of Birth:

Email: Phone:

Emergency Contact: Phone:.....

Are there any reasons why you should not take part in any fitness related activity? Yes No

If YES, please provide details:

Do you have any major illnesses or disabilities? Yes No

If YES, please provide details:

Do you have any allergies? Yes No

If YES, please provide details:

Are you currently on any medication? Yes No

If YES, please provide details:

Do you have a family history of heart disease? Yes No

Are you pregnant? Yes No

Are there any other conditions that may limit your physical activity? Yes No

If YES, please provide details:

I, the Participant, declare that I am in good health and fit to participate in all activities at Peninsula Obstacle Racing Course, and that all information provided in this questionnaire is true and correct.

I do not consent to Peninsula Obstacle Racing Course contacting me about special offers and promotions.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

**Peninsula Obstacle Racing Course
Woodford Park Pty Ltd (ACN 062 478 666)
Waiver and Release - Terms and Conditions**

Participant Name:.....

I, the Participant, request to participate in activities at Peninsula Obstacle Racing Course run by Woodford Park Pty Ltd and its associated entities (**Peninsula**). In consideration of being allowed to participate in the activities run by Peninsula, I hereby acknowledge and agree as follows:

1. The activities that I may participate in at the Peninsula Obstacle Racing Course (**Activities**) are potentially hazardous and may involve a risk of injury. I am fully informed or otherwise aware of the potential risks involved in my participation in the Activities. I declare that I am in sufficient physical and mental health to participate in the Activities and do not have any physical or mental conditions which could affect my ability to participate, or should preclude me from involvement in the Activities.
2. My participation in any Activities and events run by Peninsula is entirely at my own risk. Peninsula will not be liable for any personal injury or death that I may suffer as a result of my participation in the Activities. I will not make any claim against Peninsula and/or its directors, employees, agents or related entities in relation to any personal injury or death that I may suffer as a result of my participation in the Activities.
3. I acknowledge that I am responsible for my own insurance and ambulance cover and give my consent to receiving any medical treatment deemed necessary by Peninsula or any medical professional. I consent to Peninsula providing any medical professional with a copy of my Health Questionnaire or other information, if required.
4. I agree to comply with all instructions and directions made by Peninsula or its employees and agents while participating in the Activities. If my participation or conduct in the Activities is at any time deemed detrimental to the Activities or dangerous its other participants, as determined by Peninsula in its sole discretion, I understand that (a) I may be expelled from the Activities without Peninsula incurring any liability; and (b) I may incur liability to Peninsula as a result of any loss or damage it suffers as a result.
5. I fully and forever RELEASE, WAIVE AND DISCHARGE, COVENANT NOT TO SUE and INDEMNIFY Peninsula (including, but not limited to, its trustees, directors, employees, agents and representatives), from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and legal fees), from any cause whatsoever (including, but not limited to, delays and cancellations, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly, whether brought by me or by third parties, arising in connection with my participation in the Activities, or as a result of my own conduct whilst participating in the Activities, whether or not foreseeable or contributed to by any act or omission of Peninsula or others.
6. By signing this document, I will waive certain legal rights, including the right to sue or claim compensation.
7. This Waiver and Release may not be amended, by course of conduct or otherwise, unless agreed to by Peninsula in writing.

I, the Participant, have read and fully understand this Waiver and Release. I intend that this Waiver and Release be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives. I confirm that I am at least eighteen years old, fully competent, and entering into this Release and Waiver voluntarily of my own judgment.

Date.....

Participant Signature

I (full name of **parent/guardian**)
as parent / guardian of (full name of child).....
agree to the above Waiver and Release – Terms and Conditions.

Parent/Guardian Name..... Parent/Guardian Signature.....

Date:.....