

**(Each participant to print and sign the Participant's Declaration)**

## **PARTICIPANT'S DECLARATION**

1. In submitting this registration and paying the required registration fee in consideration of and as a condition of the acceptance by Ampersand Network Inc of my registration, I agreed to be bound by these Terms and Conditions.
2. I understand that my participation and the participation of any person for whom I am legal guardian in the 2008 Ampersand Walk is at my own risk. I do hereby for myself, my heirs, executors and administrators, release, to the maximum extent possible permitted by law, and forever discharge Ampersand Network Inc, the event supporters as listed on the ampersand.org.au website ("**Event Supporters**"), the entities listed on the 'partnerships' page of the ampersand.org.au website, the nominated community organisations (as listed on the ampersand.org.au website), all parties involved in the organisation, conduct and promotion of the 2008 Ampersand Walk, including (but not limited to) event staff, medical and paramedical practitioners, all other persons involved in the 2008 Ampersand Walk and their respective employees, servants, agents, contractors, sub-contractors, consultants and officers ("**collectively the Organisers**") from any and all claims and liability for loss, damage, costs, injury or expenses of any kind whatsoever that I (or any person for whom I am legal guardian) incur or suffer or at any time in the future may incur or suffer, whether directly or indirectly, as a consequence of or arising from or in connection with the 2008 Ampersand Walk, regardless of the nature of the claim whether in contract, tort (including negligence), at common law or under statute or otherwise whatsoever.
3. I attest and verify that I am physically fit and have trained for the 2008 Ampersand Walk.
4. I hereby consent to receive any medical treatment or first aid that may be deemed advisable in the event of injury, accident and/or illness incurred during the 2008 Ampersand Walk.
5. I hereby agree that in the event of cancellation of the 2008 Ampersand Walk due to rain, inclement weather, winds, storms or other 'Acts of God' conditions, safety concerns or any other circumstances beyond the control of the Organisers, my registration fee shall be non-refundable.
6. I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the 2008 Ampersand Walk and its related activities. The Organisers shall have no liability for any loss or damage occurring to any items of clothing, footwear, jewellery or other personal effects placed in the custody of the Organisers by participants in relation to the conducting of the 2008 Ampersand Walk.
7. I consent to Ampersand Network Inc, the Event Supporters and third parties appointed by either of them, using, without restriction, any images, film, sound recording or photographs captured or taken before, during or after the 2008 Ampersand Walk without compensation.

8. I understand that Ampersand Network Inc collects personal information for the purposes of organising and administering the 2008 Ampersand Walk (including determining the starting groups, appointing and briefing of volunteer medical staff and marshals required to run the 2008 Ampersand Walk, providing medical treatment or first aid, if required, and contacting any family members or friends nominated by me to be contacted in case of an emergency), in relation to keeping me informed about Ampersand Network Inc and contacting me to attend or assist with future events organised by Ampersand Network Inc. I acknowledge that I can access and ask to update or correct any of my personal information by contacting Ampersand Network Inc in writing.
9. I understand that if I do not provide all the information requested by Ampersand Network Inc, Ampersand Network Inc cannot accept my entry into the 2008 Ampersand Walk. I understand that if I do not provide all the health information requested by the volunteer medical staff they may not be able to provide me with adequate health services and medical treatment, and I may experience delays in treatment if I am transferred to a medical centre or hospital
10. If any part of a provision of this declaration is void or unenforceable that part shall be severable and not affect the enforceability of the remaining provisions.

**NAME OF PARTICIPANT:**

\_\_\_\_\_

**SIGNATURE OF PARTICIPANT:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**DECLARATION TO BE SIGNED BY PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE AT THE DATE OF SIGNING.**

I certify that I am the parent or guardian of \_\_\_\_\_ who will be \_\_\_\_\_ years of age on the 5 October 2008. He/ she has trained for and has my consent to participate in the 2008 Ampersand Walk.

**SIGNATURE OF PARTICIPANT:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_