

Liability Waiver



By purchasing a ticket/s, you are agreeing to the stipulations and requirements of XLR8 assault course events. A full copy of the waiver form can be found on www.baldivisfitness.com.au.

- You agree to participate in the XLR8 assault course event for the agreed-upon non-refundable fee.
- You understand that entering an XLR8 assault course event is a strenuous physical activity.
- You assume all risks associated with competing in the XLR8 assault course event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or conditions of premises, the effects of weather, including high heat and/or humidity, all such risks being known and appreciated by you. Specific risks vary from one activity to another, and the risks range from minor injuries to major injuries, such as catastrophic injuries including death.
- You agree to inform the officials of XLR8 assault course in writing prior to attending or participating in the event when you have any medical, emotional or physical condition that may cause a risk to yourself or to others, including but not limited to: musculo-skeletal problems, circulatory-ashma problems, neurological problems, skin problems, respiratory problems, immune problems, digestive problems, mental health condition, behavioural condition or had a recent operation, pregnancy, glandular fever, diabetes, psychological problems, substance abuse or feeling unwell.
- You agree to not consume alcohol during or prior to the XLR8 assault course event or ingest any medicines or substances that will inhibit your mental or physical ability to participate in the event safely and effectively.
- You agree to abide by any decision of the race official relative to your ability to safely complete the obstacle course event.
- You understand and will abide by the rule that guest, visitor, spectators, wheeled baby conveyances or other wheeled means of conveyance or pets are not permitted in the obstacle course area unless you have the permission of XLR8 officials.
- You consent to emergency medical care and transportation to obtain treatment in the event of injury to you as medical professionals may deem appropriate. The Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
- You grant permission to XLR8 assault course, its affiliates, staff, volunteers, sponsors, and assigns to use any photographs, motion pictures, recordings, statements, or any other record of this obstacle course event for any purpose, including but not limited to promoting,

advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the obstacle course event are the sole property of XLR8 assault course.

- The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race, and in any event of cancellation or change there is no refund of entry fees guaranteed.

- **ZERO TOLERANCE POLICY:** Participants are expected to exhibit appropriate behavior at all times, including obeying all moral, ethical and legal laws. This includes, respect for all people, equipment and facilities; and cooperative, positive participation. XLR8 assault course may dismiss, without refund, anyone whose behaviour endangers safety or negatively endangers safety or negatively affects a race, person, a facility or property of any kind or type. You also agree to indemnify XLR8 assault course, its affiliates and assigns, from any and all third-party claims caused in whole or in part by your actions.

- You understand that you must be at least 18 years old or have a Parent/Guardian agreeing to the content of this waiver and consent to its terms.

- You understand that XLR8 assault course is not a medically supervised program and that XLR8 assault course was developed for healthy people with no medical conditions or risks, either physical or psychological. In addition to the terms above, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from participating in XLR8 assault course event. As such, you acknowledge that XLR8 assault course did not give you medical advice before XLR8 assault course, and cannot give you any after the program, related to your physical condition and ability to participate. If you have any health or medical concerns now or after XLR8 assault course event, you will discuss them with your doctor.

If you have an existing medical condition, before the event you consent to let the XLR8 assault course know via email to baldivisfitness@gmail.com and that before you begin, you may be asked to present your XLR8 assault course instructor with a Medical Release Form, signed and dated by your personal physician.

In consideration of your participation in the obstacle course event offered by XLR8 assault course, you understand and voluntarily accept this risk and agree that XLR8 Fitness (WA) Pty Ltd and XLR8 assault course, their officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, or mental injury, economic loss or any damage to you, your spouse, guests, child/ unborn child or relatives resulting from the negligence of XLR8 assault course or anyone on XLR8 assault course' behalf or anyone participating in the obstacle course event whether related to exercise or not. This agreement is effective through the purchase of your tickets via this side/ link. By purchasing your ticket, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at XLR8 assault course event, and you agree to all the terms of this Agreement.

By purchasing a ticket/s, You, parent/guardian of the participant, hereby gives approval to the child's participation in the obstacle course event. You are solely responsible for determining if your minor child is physically fit and/or skilled for the obstacle course event activities contemplated by this Agreement. You assume all risks and hazards incidental to such participation in the obstacle course event, and you hereby waive, release, absolve, indemnify

and agree to hold harmless XLR8 Fitness (WA) Pty Ltd and XLR8 assault course, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, employees, volunteers, sponsors, participants for any claim arising or of any injury to your child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, covenants, damages, costs, expenses, responsibilities, or whatsoever kind, nature or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with your child's participation in this obstacle course event. You consent to the liability waiver and know and understand its contents.