

Assumption of risk

You acknowledge that participation in, running, kayaking and cycling has inherent dangers and risks including but not limited to serious injury and death from dehydration, terrain, weather conditions, accidents and collisions with other participants, road users and spectators. You voluntarily accept the inherent dangers and risks associated with running, kayaking and cycling and the accompanying risk of injury, death or property damage or loss. You agree to receive and pay for any medical treatment (including ambulance transport) which is considered by Vigor Coaching to be advisable and which is provided to you before or during or after the King Valley Challenge.

Release and waiver of liability

In consideration of Vigor Coaching accepting your entry you and your executors, administrators, heirs, next of kin, successors and assigns, release Vigor Coaching and its officers, employees, agents, coaches, instructors, officials, volunteers, sponsors and other representatives from any and all liability for death, disability, personal injury, property damage, property theft and all other loss, injury, damage and costs whatsoever suffered by you whether directly or indirectly as a result of your participation in, or attendance at the King Valley Challenge conducted by or on behalf of Vigor Coaching or your representation of Vigor Coaching unless your injury or death is caused by the gross negligence of Vigor Coaching and its officers, employees, agents, coaches, instructors, officials, volunteers, sponsors and other representatives. Sections 32J and 32JA of the Fair Trading Act 1999 (Vic) do not apply to this entry, which is a contract for recreational services.

WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the Fair Trading Act 1999 several conditions are implied conditions into contracts for the supply of certain goods and services. These conditions 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
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were

not reasonably fit for their purpose, 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" is defined in the defined in the Fair Trading (Recreational Services) Regulations 2004.

Fair Trading (Recreational Services) Regulations 2004.

I hereby make application for entry to the King Valley Challenge and agree to abide by the rules and regulations set by Vigor Coaching.

Agreement

I agree to have the above details, plus relevant details provided on the King Valley Challenge entry, website and event information document. I agree not to use or provide this information for broad based marketing, and understand that this information is provided for Business to Business and Client to Business purposes and that misuse may hamper eligibility to attend future Vigor Coaching events.