



L&F GROUP PTY LTD (ACN 161 233 914) trading as B.FIRM & KidsFirm

PARTICIPANT WAIVER, RELEASE OF LIABILITY COVENANT NOT TO SUE & IMAGE RELEASE.



In consideration of being allowed to participate in any way in Swing Into Life, Schools Obstacle Course Challenge, Battle Games, Battle Ninja, Birthday Party, School Program and Adventure Games (The "EVENT") referenced L&F Group Pty Ltd, B.FIRM or KidsFirm competition(s), race(s), related events (the "Event") and/or activities I acknowledge, appreciate, and agree that:

1. The risk of injury and/or death from the activities involved in The Event and its related events is moderate including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal/insect bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, , travel by boat, truck, car, or other convenience; and (xii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH REASONABLE AND PRACTICAL RISKS, and assume full responsibility for my participation except to the extent caused or contributed to by B.FIRM or L&F Group Pty Ltd, and their officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releasees").
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Releasees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, except to the extent caused or contributed to by the Releasees. I further agree to indemnify, defend and hold harmless the Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organised and sponsored by B.FIRM and/or L&F Group Pty Ltd or connected with the Events, except to the extent caused or contributed to by the Releasees.
5. I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the Events. My participation in activities and events organised or sponsored by B.FIRM and/or L&F Group Pty Ltd is entirely voluntary.
6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
7. The Releasees reserve the right, in their sole determination, to postpone/reschedule, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. Refunds will be granted if the Event is cancelled, less a processing fee of 20%. If the Event is postponed, your 20% non-refundable deposit will be transferred to the new registration date to be booked within 12 months of the original date.

7.1 Non-refundable deposit is determined by business loss of opportunity to re-book the original date to other schools/groups due to time constraints as well as administration and processing time expended.

8. I grant full permission to Releasees, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

9. I hereby grant permission gratis to the Releasees to film, videotape and record gratis the performance of the above-named participant (referred to herein as “I”, “me”, “my”) as it relates to the Event and subsequently to telecast and otherwise utilize the same gratis in whatever manner Releasees shall deem appropriate. Such permission shall include the unlimited right to appropriate use gratis by Releasees of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic and digital media) now know or hereinafter devised in perpetuity without compensation. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

10. I understand that my registration fees are non-refundable for reason of non-participation, injury, scheduling conflict, or as outlined in section 7 of this waiver.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT (INCLUDING BY WAY OF ELECTRONIC SIGNATURE/ACCEPTANCE) AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name:

**Date of Birth:

Participant Signature:

Email Address:

Phone Number:

Date:

**** For participants under the age of 18, their Parent or Guardian must sign.**

Parent/Guardian Name:

Parent/Guardian Signature:

Email Address:

Phone Number:

Date:
