

## COMPETITOR WAIVER & AGREEMENT

### **Acknowledgement:**

- a) I have read and understood the competition rules and regulations outlined in the Bend The Air competition kit and understand its provisions.
- b) I am physically and medically fit to participate in Bend The Air.
- c) Participation and attendance at Bend The Air will include, but may not be limited to, risk and injury that may occur to myself or other persons
- d) The Bend The Air crew will take all precautions to ensure the safety of performers and equipment, however, not all potential risks can be eliminated.
- e) If I supply my own aerial equipment, it is my responsibility to ensure that it is certified, in a safe using condition and kept/transported in a safe and worthy manner.

I acknowledge that Bend The Air, crew and representatives are not responsible, by law, for:

- a) any and all damages, costs, claims or demands (including reasonable attorney's fees and costs) made by any third party caused in whole or part by my actions from participation at Bend The Air, including costs incurred by Bend The Air to enforce this agreement.

I certify that:

- a) I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Bend The Air, or else agree to bear the costs of such injury or damage myself.
- b) I am willing to assume the risk of any medical or physical condition I may have. If I am aware of or under treatment for any physical infirmity, disorder, ailment or illness, my medical care provider has been appraised of, and has approved of, my participation in Bend The Air.
- c) My participation in the Activities entails known and unanticipated risks that could result in serious physical or emotional injury, paralysis or death or damage to myself, to property or to third parties.
- d) Travelling to and from Bend the Air raises the possibility of any manner of transportation accidents.
- e) My participation in Bend the Air is purely voluntary, and I elect to participate in spite of the risks.
- f) I voluntarily accept the potential/ risk of injury and/or damage: To myself as a performer/attendee at Bend The Air, To dependants, parents and/or guardians that may suffer direct or indirect consequences from my participation at Bend The Air and To my aerial equipment if I have chosen to use at Bend The Air.

I acknowledge that I, and I alone, am solely responsible for my personal health and safety and the personal property I bring with me. I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during the Activities, and I agree to pay for the costs of any such medical treatment.

I intend by this Agreement, in advance, to waive my rights, to covenant not to sue, to release from future claims and to discharge Bend The Air from any and all loss or damage, including, but not limited to, claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in any portion of Bend The Air, even though that liability may arise from negligence (whether simple or gross), carelessness or recklessness on the part of DCB Fitness, from dangerous or defective facilities, property or equipment owned, maintained or controlled by it or because of its possible liability without fault.

### **COVID-19 Acknowledgement & Agreement:**

By entering Bend The Air, I acknowledge the changing guidelines and restrictions that may be in place due to the current COVID-19 pandemic.

- Bend The Air places the health and safety of its participants as a top priority and must adhere to current Government Restrictions and Guidelines at the time of the event. This may differ for each state event. The team will do their best to provide updated communications in a timely manner, should any circumstances change that impact the event or its participants. Should the current Government or Travel restrictions impact the ability for a Bend The Air event to run, event organisers reserve the right to postpone or cancel an event. Should this happen, event entries will be transferred to a future event if the event is postponed, or refunded should the entry be able to be fulfilled.
- By entering Bend The Air, all participants agree to adhere to any guidelines put in place for each event regarding COVID-19. This includes health practices such as social distancing and mask wearing, venue capacity requirements and check in procedures etc.
- Although Bend The Air aims to be an inclusive competition, should Government mandates be in place regarding the vaccination status of participants and spectators, we will be required to adhere to the guidelines of the host venue of the event.

Entering the competition, and ticking the agreement box on the entry form, I acknowledge that I have read and agree to the terms and conditions outlined in this document. If the competitor is under 18 years of age, this agreement must be read and agreed to by a parent or guardian on behalf of the competitor.