

# **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

## **THAT'S NOT MY DOG! THE FESTIVAL**

### **INTRODUCTION**

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Form") carefully before signing. The adult participant (those 18 yrs. of age or older), or the participant's parent/natural guardian/legal guardian (for the participant and on his/her behalf), if applicable, must sign or accept this Form. The participant and, if applicable, the participant's parent/natural guardian/legal guardian, is referred to herein as "I" or "my" or "me". All participants must be fifteen years old or older on the day of the Festival. In consideration of the services Initiative Sport Pty Ltd (hereafter "IS") in allowing me to participate and attend That's Not My Dog! The Festival to be staged at Kings Beach Amphitheatre, Caloundra on 26, 27 & 28 August 2022 (hereafter "Festival") and other related activities carried out for or on behalf of IS, I acknowledge and agree as follows:

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

This Festival and other related activities that I (or my child, as applicable) may participate in may take place indoors and outdoors and can include but not be limited to: attending the Festival, both in practice and in the Festival; staging of performances by entertainers and musicians, sale of vendor food and beverages, demo-ing exhibitor products; participation in clinics, demonstrations or games and activities, attendance at any activities, use of any equipment, facilities or premises and traveling in planes, vans, buses or other vehicles to and from activities (this Festival and other activities collectively referred to in this Form as "Activities"). Activities may be scheduled or unscheduled, mandatory or optional, whether or not authorized and/or conducted by IS, structured or unstructured and include free time. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as "risks") of any Activities can cause injury, damage, death or other loss to me or the participant or any others. The following describes some, but not all of the inherent risks, as applicable to the Activities:

- Risks present in an outdoor environment. Participants/Attendees may be subject to severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice, road and other weather hazards; extremely hot or cold weather, wildlife, including stinging, venomous and/or disease carrying animals (including marine life) or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.
- Risks involved in decision making and conduct. These risks include the risk that an IS staff member, representative, agent, volunteer, contractor or co-participant may misjudge a participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn me or the participant about one or more of the inherent risks of these activities.
- Personal health and participation risks. The risk that my or a participant's mental, physical or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in any Activities could result in injury, damage, death or other loss. Although IS may review a participant's medical information, submitted in the registration process, IS cannot anticipate or eliminate or manage risks or complications posed by a participant's mental, physical (including fitness level) or emotional condition.
- Risks connected with location. Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.
- Risks associated with premises. Ruts, holes, water sources, rocks, uneven ground or other conditions may exist in and around the Activities and Venue.
- Equipment and Production risks. The risk that equipment used in Activities may be defective or misused, or may break, fail or malfunction. Participant (and the participant's parent/natural guardian/legal guardian, as the case may be) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment.

- Supervision and activities risks. Neither IS nor its staff, agents, representatives, volunteers, contractors or anyone associated with IS will be supervising me or the participant during the Activities or at any time. If I am not the participant's parent/natural guardian/legal guardian, I am solely responsible for my own well-being at all times; or, if I am the participant's parent/natural guardian/legal guardian, I agree to take sole responsibility for participant's supervision before, during and after the Festival and other Activities, including during free time and at all other times.
- Risks regarding conduct. The potential that participant, co-participant/s and/or third party/s may act in a negligent, reckless or an intentional manner. IS reserves the right to evict the Participant from the Festival for any act that may be deemed inappropriate.
- Drone risks. Unmanned aerial vehicles ("UAVs", also known as "drones") and other audio-visual equipment may not be used at the Festival for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV or other audio-visual equipment.
- Risks regarding criminal/terrorist activity. The potential that third party/s may commit criminal acts or acts of terrorism.
- The weather policy for the Festival is that it will proceed regardless of weather on the day – we play rain, hail, snow, shine, heat conditions. No refunds will be applicable due to inclement weather at the Festival. If the event is cancelled/postponed due to force majeure, existing tickets will be valid for a rescheduled event, or a refund will be provided.
- Risks regarding COVID-19. There is the potential for me and/or the participant to contract COVID-19 or any other disease as a result of any contact with any other participant or person or thing during the Festival or other Activity. There is also the potential for the Festival and any Activities to be cancelled, delayed, postponed, re-scheduled, shortened, amended or altered in any way due to any occurrence relating to any pandemic or epidemic including COVID-19, including but not limited to any government imposed or recommended restrictions due to such epidemic or pandemic (including COVID-19) and the risk that any free transfer or credit I receive or the participant receives (as the case may be) due to any cancellation and re-scheduling of the Festival cannot be used by me or the participant (as the case may be) for various reasons relating to the timing or location of the re-scheduled Festival or the period in which IS requires the transfer or credit to be used.

**I understand and agree:**

My final acceptance and participation in the Festival or any Activities is contingent upon IS receipt and review of all required information and forms, including this Form. I am voluntarily participating in the Festival and any Activities, and I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS FESTIVAL, including all the risks set out in this Form. I acknowledge that some Activities contemplated by this Festival are inherently dangerous and can be an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility, in conjunction with my physician, to determine whether I am sufficiently fit and healthy enough to safely participate in the Festival and any Activities, and I attest and certify that I am and will be sufficiently fit and physically trained to participate in the Festival and Activities, which I or the participant (as the case may be) elect to enter or undertake. I certify that I have not been advised against participation in the Festival or any Activities by any healthcare provider. I have no physical or medical condition that would endanger myself, the participant or others if I participate in the Festival or any Activity, or would interfere with my ability to safely participate in the Festival. I have sufficient competence, knowledge, common sense, experience and survival skills and will use sufficient and appropriate equipment to participate in the Festival and Activities in a manner that will be safe to myself, the participant and others. I am fully capable of participating in the Festival and the Activities without causing harm to myself, the participant or others. I am fully responsible for the security of my personal possessions at the Festival and any Activities. I understand and acknowledge that there may be vehicle or pedestrian traffic on and around the Festival venue, and I assume the risk of participating in the Festival and Activities and participating under these circumstances. The information provided in this

Form is not exhaustive. Other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and IS cannot assure my safety or eliminate any of the risks. I understand I can and should consult IS representatives if I have further questions about the activities or the associated risks.

I am voluntarily participating in the Festival and all Activities, and I acknowledge the inherent risks in connection with the Festival and Activities. Therefore, I agree that I assume and accept full responsibility for the participant, for the inherent and other risks (both known and unknown) of the Festival and Activities, and for any injury, damage, death or other loss suffered by me or any other person known to me, resulting from those inherent and other risks, including but not limited to the risk of my, the participants (as the case may be), a co-participant's, a Released Party's (as defined below), a spectator's, a volunteer's, and/or a third party's passive or active negligence or reckless or intentional acts or omissions or other misconduct.

## **RELEASE AND INDEMNITY**

Please read Parts A and B carefully. This Release and Indemnity section contains a surrender of certain legal rights. I hereby acknowledge and assume all of the risks of participating in the Festival and Activities and agree as follows:

Part A: To the extent allowed by applicable law, I for myself (and also for my child participant, if applicable), agree as follows:

I WAIVE, RELEASE, AND FOREVER DISCHARGE IS, the Festival sanctioning body, Festival sponsors, Festival organizers, Festival promoters, Festival producers, Festival officials, Festival staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Festival, and all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Festival or segments of the Festival take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors, representatives and all other persons or entities associated or involved with the activities (individually and collectively, the "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively referred to in this Form as "claim" or "claim/s") for any injury, damage (including direct, indirect, incidental, special and/or consequential), death, lost property, stolen property, disposed property, or other loss (economic and non-economic) in any way directly or indirectly connected with my enrolment or participation in the Festival and Activities, including use of any equipment, facilities or premises, howsoever caused; negligence or any other act or omission, whether passive or active, of any of the Released Parties; and/or any breach by any of the Released Parties of statutory or other duty; and/or any losses resulting from the inherent or other risks of the Festival or Activities. I understand I agree here to waive all claim/s I may have (for myself and my child participant, if applicable) against the Released Parties and agree that neither I nor my child participant, if applicable, nor either of our estates, heirs, assigns or beneficiaries nor anyone else acting on my (or my child participant's if applicable) behalf, will make a claim against any of the Released Parties for any loss I (or my child participant, if applicable) may suffer, if I (or my child participant, if applicable) suffer injury, damage, death or other loss.

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I or my child participant, if applicable, have waived, released, or discharged herein. I AGREE TO INDEMNIFY ("indemnify" or "indemnifies" meaning protect by reimbursement or payment), DEFEND, and HOLD HARMLESS the Released Parties with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my breach or failure to abide by any part of this Form; my breach or failure to abide by any of the Festival's rules (including those available at the Festival website [www.thatsthatnotmydogfestival.com.au](http://www.thatsthatnotmydogfestival.com.au)), any applicable rules or regulations, my actions or inactions which cause injury or damage or loss to any other person; use of any equipment, facilities or premises, howsoever caused; negligence or wilful misconduct, whether passive or

active, of the Released Parties; any breach by the Released Parties of statutory duty; and/or losses resulting from the inherent or other risks of the Festival or Activities.

This Release and Indemnity section Part A includes but is not limited to claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim, including claim/s resulting from the negligence or wilful misconduct of Released Parties, whether passive or active.

## **OTHER PROVISIONS**

I will review all materials received, accurately complete and agree to the registration information, documents and processes. I will review and obey all relevant rules and policies. IS contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activities participants will engage in in relation to the Festival and any related activities. I acknowledge that IS does not supervise or control these independent contractors. In addition, it is accepted that the Festival and Activities take place on premises or at facilities not owned or controlled by IS. In regard to my relationship with IS, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than IS) in connection with the Festival and these Activities.

This Form is effective in regard to participant's enrolment or participation in the Festival and related Activities from the date signed through the completion of the Festival and all such Activities, and this Form shall remain in full force and effect following completion of the Festival and all such Activities. Any dispute or claim/s I may have arising out of, relating to or in connection with this Form, my enrolment or participation in the Festival and any Activities, or any other aspect of my relationship with IS: 1) will be governed by Queensland, Australia substantive law (without regard to its "conflict of law" rules) and 2) unless settled by direct discussions, will be determined by binding arbitration as the sole and final remedy for all matters in dispute, in accordance with then-applicable arbitration rules as interpreted and governed by an arbitrator knowledgeable in the field and in commercial matters, acceptable to both the participant (or participant's parent/natural guardian/legal guardian) and IS (or failing that, one nominated by LEADR – Association of Dispute Resolvers shall conduct the arbitration). Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in the state in which the Festival was conducted in Australia.

By signing this form, I agree to release and waive the liability of IS in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) or dangerous recreational activity (as that term is defined in the Civil Liability Act 2002 (NSW), Civil Liability Act 2003 (Qld) and the Civil Liability Act 2002 (WA) for any: death; or physical or mental injury of an individual (including the aggravation, acceleration or occurrence of such an injury of the individual); or the contraction, aggravation or acceleration of a disease of an individual; or the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community, other than that which was caused by reckless conduct.

If I use any of the exhibitor services provided or made available in connection with the Festival or any related Activities, I agree to pay for the cost of such services upon receipt of invoice(s) if applicable. To the extent there are situations in which I provide IS any of my (or a participant minor's) personal property to hold, there may be times such personal property may not be returned to me (or the participant minor). I waive any rights to such property and expressly consent to any and all actions IS may take with respect to such property, including but not limited to, disposal of such property. In no event may I without the prior written consent of IS: (a) use any intellectual property of IS and/or its affiliates, and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Festival, any Festival logo, Festival name,

Festival location, Festival date, (collectively, "Festival IP"), or (b) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are IS-branded,

I authorize IS staff, representatives or contractors to inspect any bags or personal effects you may bring to the Festival. This includes authorisation to undertake COVID-Safe check-in practices and procedures including vaccination policies as determined by the Queensland government at the time of the Festival. If any provision of this Form shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Form and shall not affect the validity and enforceability of any remaining provisions. IS and I commit to replace any such invalid or unenforceable provision (or the invalid or unenforceable part thereof) by such valid and enforceable provision that comes closest to the intent and purpose of such invalid or unenforceable provision (or the invalid or unenforceable part thereof).

I authorise IS staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by IS, any sanctioning or government body, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes. IS reserves the right, in its sole discretion, to dismiss any participant from the Festival and any related Activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify any participant from the Festival and any related Activities. If I am dismissed or depart for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my or my Festival entry application is denied or revoked, I agree that IS is not responsible for any costs or expenses incurred or damages suffered by me, my participant minor, or anyone else in excess of the amount of the entry fee for the Festival paid.

I acknowledge and agree that IS, in its sole discretion (whether for safety reasons, legal reasons, or any other reason), may: (a) at any time, with or without notice, change or modify the Festival venue, artists performance schedules, provision of vendors or any Festival aspect; or (b) delay or cancel or re-schedule the Festival if it believes the conditions are unsafe or otherwise unsuitable for the Festival or for any other reason, including due to any epidemic or pandemic (such as COVID-19).

If the venue or the Festival (or any part thereof) is delayed or modified in any way, or if any of the amenities, goods, or services in relation to the Festival are no longer provided, in each of the foregoing cases for any reason, including, but not limited to, due to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), any epidemic or pandemic (including COVID-19 or similar strain), any acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, legal restrictions, disputes, safety reasons, failure by service providers to perform, or any other cause beyond the control of IS, there shall be no refund of the Festival entry fee or any other costs incurred in connection with the Festival and I (and any participant minor) will not be entitled to such. I will immediately advise IS or an Festival official if I believe or become aware that the Festival venue, facilities, equipment or areas to be used in the Festival are unsafe.

If the Festival is cancelled and/or re-scheduled by IS for any reason, including, but not limited to, due to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), any epidemic or pandemic (including COVID-19 or similar strain), any acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, legal restrictions, disputes, safety reasons, failure by service providers to perform, or any other cause beyond the control of IS, I acknowledge and agree that IS will provide me (or the participant minor, if applicable) with a free transfer or credit for the re-scheduled Festival. I understand and agree that IS may offer me a refund of the Festival registration fee I paid for the Festival, but is under no obligation to do so, but will not refund or pay to me or anyone else any other costs incurred by me or anyone else (including any registrant minor) in connection with the Festival and, for the avoidance of doubt, in such circumstances, any associated processing fee will not be refunded.

I, on behalf of myself, irrevocably grant to IS, its parent companies, other affiliates or related parties, designees, assignees and commercial partners and Festival sponsors, the right and permission to photograph, film, record and/or otherwise capture for use, reproduction, dissemination and distribution, in any media, the name, image, voice, written statement, activities, photograph and/or visual likeness of me, my participant minor, with right to sublicense such rights, during the activities or otherwise, without compensation, for use, reproduction, dissemination and distribution for any purpose and in any media throughout the world in perpetuity, including but not limited to use in broadcasts, streams, transmissions, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional written, audio, visual or audio-visual materials. I understand that all ownership and copyright rights in the Attributes will be owned by IS, its assignees or its designees and I waive any inspection or approval rights. I consent to the IS providing my personal details to the Festival's photographers, who may contact me via email to alert me when photos from the Festival are available on its website. I consent to my name and contact details (and those of the participant minor, if applicable) being included on the IS Festival database and, unless I specify to the contrary, I opt-in to be subscribed to various IS-related publications, which include a monthly newsletter and other promotional materials about upcoming events conducted under the auspices of IS or any of its commercial partners. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the IS Event database I will still receive newsletters that relate to the Festival in which I have registered. I also agree that it is my responsibility to obtain information and Festival updates from the Festival website, (if applicable). IS may assign this Form and its rights and benefits set out in this Form to any other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form consistent with IS and other Released Parties' rights and protections under this Form. If I sign this Form both on-line and on-site, I agree that the on-site version of this Form, as that version may be amended from the on-line version, will be binding and will override the on-site form to the extent of any inconsistency.

I agree that I have carefully read, understand and agree to voluntarily sign this Form and understand that by doing so I am entering into a legally binding contract with IS. I acknowledge that this Form will be effective and legally binding upon me, and my/the participant's spouse, children and other family members, and my/the participant's heirs, executors, representatives, subrogors and estate.

As the adult participant I must complete all information and sign below.