

Deed Poll

Date July 2022

To: **NSW State Emergency Service** (ABN 88 712 649 015) of 93-99 Burelli Street Wollongong, NSW 2500 ("SES")

From: Name:..... Address:.....
.....
.....
Phone:..... Email:.....@
.....

("Participant")

Event: The Australian Emergency Services Navigation Shield ("Navshield") 2022.

Member: Is the Participant an employee of the NSW State Emergency Service ("Member") Y/N

This deed is executed as a deed poll and is binding on the Participant.

TERMS AND CONDITIONS

PART A

(This Part A applies to the extent that the Participant is not a Member.)

1 Participant's Acknowledgements

The Participant acknowledges, understands and agrees that:

- 1.1 participating in the Event:
 - (a) is a recreational activity (as that term is defined in section 5K of the *Civil Liability Act 2002* (NSW) ("CLA");
 - (b) is dangerous, and may involve the risks identified in clause 1.2 below, and other inherent or obvious risks and hazards; and
 - (c) may expose the Participant to accidents, injury or even death notwithstanding the exercise of due care and skill by SES;
- 1.2 SES has warned the Participant of the risks involved in participating in the Event, which may include (without limitation):
 - (a) the failure or unsuitability of facilities or equipment at the Event to ensure the Participant's safety;
 - (b) other participants in the Event acting dangerously, recklessly or with lack of care or skill;
 - (c) dangerous conditions at the location(s) of the Event including changing weather conditions, unsafe ground conditions, bushfires and presence of wildlife;
 - (d) injuries, conditions or trauma, including an aggravation, acceleration or recurrence of the same: musculoskeletal injuries; back injuries; muscle and connective tissue injuries; internal injuries; cardiovascular compromise; and heat exhaustion or hypothermia.
- 1.3 This Deed Poll represents a "risk warning" for the purposes of Section 5M of the CLA;

2 Release, Waiver and Indemnity

The Participant acknowledges and agrees that:

- 2.1 for the purposes of Section 5N(3) of the CLA, the Participant engages in the Event at its own risk;
- 2.2 to the maximum extent permitted by law, it waives and releases SES, its directors, officers, employees and agents ("**Released Parties**") from any claims or liability for loss that:
 - (a) arises from or incidental to its participation in the Event, howsoever caused, including whether by:
 - (i) the negligence (excluding gross negligence), breach of contract or breach of statute or statutory duty of any of the Released Parties in relation to the Event; or
 - (ii) the realisation of any of the risks set out in clause 1.2; and
 - (b) results in any of the following:
 - (i) death, injury, loss or damage suffered by the Participant or anyone participating in the Event with the Participant; and/or

- (ii) damage to or destruction, theft or unauthorised delivery up of any property, equipment, clothing or other personal items owned or in the care or custody of the Participant;
 - 2.3 for the avoidance of doubt, this release and waiver extends to any indirect or consequential loss, including but not limited to loss of income or any other form of economic loss, suffered by the Participant; and
 - 2.4 it will indemnify SES in respect of all actions, suits, claims, demands, costs and other liabilities which the Participant may have in relation to those matters referred to in clause 2.3 or that otherwise arise from or are incidental to its participation in the Event.
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PART B

(This Part B applies to all Participants (whether a Member or not)

3 OTHER ACKNOWLEDGEMENTS

The Participant acknowledges and agrees that:

- 3.1 it will comply with:
 - (a) the Navshield Rules available at <https://www.bsar.org.au/navshield-rules/>; and
 - (b) all directions issued by or on behalf of SES, including taking part in any briefing prior the Event and wearing any required safety equipment;
 - (c) if they are under the age of 18 years, they will remain under the care and supervision of their parent or guardian at all times;
 - 3.2 SES can refuse to allow the Participant to participate in the Event in SES's absolute discretion (including if SES determine that the Participant is unfit to safely participate in any aspect of the Event);
 - 3.3 the Participant consents to SES using its name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting the Event or future NavShield or SES events, and products;
 - 3.4 this Deed Poll shall be governed by the laws of New South Wales and the Commonwealth; and
 - 3.5 If any part of provision of this Deed Poll is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.
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PART C

(This Part C applies to the parent or legal guardian of any Participant (whether a Member or not) under the age of 18 years.)

I _____ being the parent/legal guardian of the above named Participant(s) hereby consent to their participation in the Event and agree to abide by the NavShield Rules referred to in clause 3.1(a) above. I confirm that I have read and understood and explained this waiver to the Participant(s) prior to signing it and agree that this Deed Poll will be binding on my (and their) heirs, next of kin, executors and administrators.

Executed as a Deed Poll in favour of SES

Signed sealed and delivered

by:

in the presence of:

Signature of witness/parent/guardian

Signature

Name of witness/parent/guardian (print)