

KINGSWOOD CREATIVE-
22 - 24 INSURANCE & SKATEBOARDING PARTICIPATION WAIVER INFORMATION FORM

Participant Full Name: _____ Date of Birth: _____ Address: _____

Suburb: _____ State: _____

Contact Email: _____ Contact Number: _____

_____ Are you an Australian Citizen or Permanent Resident: Y / N Do you identify yourself as an Indigenous person or Torres Strait Islander? Y / N

EXPERIENCE LEVEL (circle one) I am an experienced skater / I have some experience in skate parks / I have limited experience in skate parks

Do you have any medical conditions **Kingswood Creative** needs to be aware of that may hinder your ability to perform physical tasks (Eg. Asthma, epilepsy, diabetes)?

Y / N Details: _____ Emergency Contact (who, mum/dad etc): _____

TERMS AND CONDITIONS, KINGSWOOD CREATIVE I acknowledge and agree that:

1. ASSUMPTION OF RISK. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. **I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.**

2. RELEASE FROM SKATEBOARDING LIABILITY. I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge **Kingswood Creative** and the affiliates and subsidiaries of **Kingswood Creative**, their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (**collectively the "Released Parties"**) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

3. AUTHORISATION TO RECORD AND TO USE RECORDINGS and NAME. I hereby grant to **Kingswood Creative** its affiliates, subsidiaries, successors, assigns and licensees (**collectively "Kingswood Creative"**) permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording at the Event (**collectively the "Recording"**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. **Kingswood Creative** shall have no obligation to use any of the rights I grant. I represent and warrant that it is not necessary for **Kingswood Creative** to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS. I hereby grant to **Kingswood Creative** a perpetual license to use all comments, feedback and ideas I may share with them and any intellectual property contained in such comments, feedback and ideas, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

5. DISPUTE RESOLUTION . In the event of any dispute between me and any of the Released Parties (defined above), before commencing any proceedings arising out of a dispute I agree that we must use reasonable endeavors to resolve the dispute by mediation or such other alternative dispute resolution procedure (including expert determination) as they may agree to but, if the dispute is not resolved within a reasonable time by such alternative dispute resolution procedures (in any case not longer than sixty (60) days unless extended by agreement), either party may commence proceedings in a court or tribunal of competent jurisdiction.

6. PROTECTIVE EQUIPMENT I hereby agree to wear suitable enclosed shoes plus a tee shirt and shorts as the minimum protective equipment at all times whilst participating (**Helmet Optional for 15 Years +**)

7. DECLARATION FOR MINORS : If you are under 18 years of age on the day this declaration is signed, the declaration must be signed by your parent or guardian. I warrant and certify that I am the parent or guardian of the child named below ("My Child"), who is the age specified, on the date of the Event and that he/she has my consent and is capable of participating in the Event. I confirm I have read and understand the above declaration, warranty and release and that I agree, on behalf of My Child, to be bound by each of those conditions having done so, I sign voluntarily.

I have read this Participant Release, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Participant Release freely and voluntarily, without any inducement or coercion. I certify that: I am over 18 years of age or I have my parent's or legal guardian's consent as indicated below

PARTICIPANT SIGNATURE IF OVER 18 years of age _____ **DATE SIGNED** _____

DECLARATION FOR MINORS, PARENT OR GUARDIAN'S SIGNATURE AND CONSENT (if participant under 18 years of age)

PARENT SIGNATURE _____ **PARENT PRINT NAME IN FULL** _____ **DATE SIGNED** _____

NAME OF MINOR (under 18 years of age, MY CHILD): _____ **AGE (MY CHILD):** _____