



RED BULL AUSTRALIA PTY LTD
ABN 67 085 840 259 (Promoter)

PARTICIPANT'S CONSENT AND WAIVER FORM

Full Name..... **Date of Birth**

Postal Address..... **Phone No**

Suburb..... **Postcode**..... **Email**

State.....

This consent and waiver form which, along with the attached Competition Rules and Conditions of Entry ("**Terms**") constitutes the entire agreement between Red Bull Australia Pty Ltd (ABN 67 085 840 259) ("**Red Bull**") and the competitor ("**the Participant**") ("**Agreement**") in relation to participation in the Red Bull Heli Surf Promotion ("**Promotion**").

I, (**Participant –full name**)

would like to participate in Promotion to be held on 10 April 2010 in Surfers Paradise and Coolumb and hereby expressly accept all risks associated with my involvement with the Promotion. I acknowledge that such acceptance is a condition precedent to me participating in the Promotion.

I have read and accept the conditions set out in the Competition Rules and Conditions of Entry to the competition and acknowledge that the Promotion is a dangerous activity that involves a range of risks (not limited to the risks identified by the Promoter) that may result in injury or death and that this Promotion could not be held unless all Participants (and, where applicable, their parents/guardians) are willing to accept full responsibility for the consequences of these risks.

Therefore, and in consideration of the Promoter accepting me as a participant in the Promotion, I fully and unconditionally hereby agree, acknowledge and accept:

- (a) that I participate in the Promotion entirely at my own risk;
- (b) that my acceptance of the terms of this Agreement is a condition precedent to my competition and/or participation in the Promotion;
- (c) that competing/participating in the Promotion and enjoying its associated prizes is potentially dangerous, and involves a range of risks, including but not limited to the risks identified by the Promoter, such as serious injury and other losses both to me and my property. I understand that these injuries and losses might result not only from my actions, but the inactions or negligence of others, and am willing to accept full responsibility for the consequences of these risks;
- (d) that I am responsible for my safety while competing and/or participating in the Promotion and that such responsibility includes, without limitation:
 - (i) participating in the Promotion only when I am both physically and psychologically prepared to compete and/or participate safely; and
 - (ii) after fully familiarising myself with all necessary considerations including, but not limited to, these conditions of entry before beginning the Promotion;
- (e) full responsibility for all risks, direct and indirect for any injury, loss, damage, or harm howsoever caused or occasioned as a result of my competing and/or participating in the Promotion;



- (f) that I am fully aware of the inherent risks and am willing to assume them, and hereby waive, indemnify, release and hold harmless the Promoter and related entities, their assigns, agents, directors, employees, advisers, volunteers, co-promoters, sponsors, contractors, and all other organisations associated with the Promotion (“**Released Parties**”) (including failure to warn of any particular risk), from all claims by me whatsoever for any liability, loss, cost, penalty or damage, including any claim for reimbursement of any costs or expenses (including, but not limited to, legal, medical, hospital and rehabilitation expenses) any way connected with my competing and/or participating in the Promotion and whether or not caused by or arising from any default, negligence, misconduct or otherwise of any one or more of the Released Parties. I intend this waiver and release to also apply to any parent or guardian, or any other relative, personal representative, heirs, beneficiaries, next of kin or assigns who might pursue legal action or claim on my behalf;
- (g) that I indemnify and hold harmless the Released Parties against all claims that I or anybody on my behalf may have or make against the Released Parties;
- (h) full responsibility for my personal possessions before, during and after the Promotion;
- (i) that I have read, understood and agree to comply with the Competition Rules and Conditions of Entry, this declaration and any reasonable direction issued by the Promoter or its representatives;
- (j) that I expressly authorise the Promoter to use without restriction my personal image and/or voice, and likeness as recorded, photographed or filmed during the Promotion (including but not limited to as part of the Promotion), which may be broadcast or published by the Promoter or its related entities worldwide in any media, including but not limited to television, radio, internet, newspapers, magazines, or any other advertising, marketing or publicity purposes in connection with the Promotion or any future event in perpetuity and throughout the world without additional compensation or further consent being obtained. I consent to any use of the above created materials in a way which may otherwise infringe my moral rights pursuant to the *Copyright Act 1968* (Cth);
- (k) that I consent to receiving any medical assistance, first aid or medical treatment that the Promoter or authorised representatives consider necessary or desirable during the Promotion. I will accept the assistance, first aid or medical treatment from the Promoter or authorised representatives. I agree to reimburse the Promoter with any costs or expenses incurred in providing me with medical treatment; and
- (l) that if I am under 18 years of age, I will not participate in the Promotion unless my parent or guardian gives their written consent as provided below.

IMPORTANT: EMERGENCY CONTACT NAME & NUMBER (this person will also be contacted if you win)

Name: **Relationship to you:**

Mobile Number:

I have read carefully this entire Agreement, and having done so, I sign voluntarily.

SIGNED by
Signature

.....
Name

Date:

For a Participant under the age of 18 years of age to enter in the Promotion, then a parent or legal guardian must sign:

I..... (Name),
being a parent / guardian of
..... (Participant)
who is a minor at the date of this Agreement, have read and understood the terms of this Agreement. I consider the terms of this Agreement to be fair, reasonable and beneficial to the Participant, and consent to the Participant entering into and being bound by the terms of this Agreement

SIGNED by
Signature