



The **Fred Hollows**
Foundation

SYDNEY HARBOUR HIKE - VOLUNTEER WAIVER, WARRANT AND RELEASE

Volunteers are essential to the success of the Sydney Harbour Hike, so thank you for helping make this year's event possible!

There are a few things we need you to know and agree to before committing to becoming volunteer for the Sydney Harbour Hike.

This is a legal document that affects your rights, so please read this document carefully before accepting and signing below.

1. I warrant that I am medically fit (including physically and mentally) to volunteer for the Sydney Harbour Hike ("Event") and have not been advised otherwise by a medical practitioner to volunteer for the Event.
2. I agree that I will NOT ATTEND the Event if I feel unwell or have been in contact with a positive COVID-19 case in the past 7 days.
3. I understand that the scope of my relationship with The Fred Hollows Foundation ("FHF") and the Event is limited to a volunteer position and that no compensation is expected in return for my services and that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of taking part in a volunteer activity at this Event.
4. I understand that I cannot claim against FHF, its staff, contractors, and volunteers, for any loss, damage or injury incurred as a direct or indirect result of volunteering at this fundraising Event.
5. I agree to allow my photographs, videos, multimedia or film likeness and or name to be used for any legitimate purpose by the event organizers, its sponsors or assigns, without payment or compensation.
6. I state that I am of lawful age (18 years or older) and legally competent to sign this waiver.
7. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of an accident, injury and/or illness as a result of my involvement in the Event.
8. I acknowledge that I am responsible for my personal possessions and equipment during the Event.
9. I acknowledge that the activities assigned to me as a volunteer may involve me being outdoors in the elements and that I should be prepared for all weather conditions and ensure I wear appropriate clothing, bring sufficient sun and rain protection.
10. I also agree to provide my own water bottle for the Event and do not share bottles or food with others.



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11. I further acknowledge that I have been advised by the principals, servants and/or agents of FHF, of the risks associated with volunteering and to the extent permitted by law, I have voluntarily assumed those risks.

12. I acknowledge that FHF retain all intellectual property arising out of activities relating to the Event. As a volunteer I am required to surrender any copyright material arising out of these activities to FHF or King Performance Events (KPE), as applicable, on completion or termination of my involvement in this Event.

13. I further acknowledge that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

14. I agree that at all times whilst volunteering for FHF I will act in a professional manner so as to uphold the principals and standards under which FHF works, and at no time will act in a way that is likely to bring FHF or its associates into disrepute.

15. I agree to uphold the ethics and standards of FHF and shall not do anything to bring FHF or its staff or associates into disrepute.

16. I understand that the terms herein are contractual, serious, not a mere recital and form the basis of the Agreement by which I participate; and that I have signed this document of my own free act.

17. I WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law, punitive, exemplary, incidental, special or consequential damages including, but without limitation loss of profits, loss of revenue, loss or denial of opportunity, indirect/remote/abnormal or unforeseen loss or any similar loss, whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my volunteering in and my travelling to and from the Event the following person or entities: The Fred Hollows Foundation, King Performance Events, Event sponsors, volunteers, community organizations, all State, Federal and Local Government authorities in which the Event may be staged and the owners, licensees or occupiers of any property upon which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and participants, including medical and paramedical personnel appointed for the Event.

I HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I SUBMIT VOLUNTARILY.