

**Release of Liability, Assumption of Risk and Indemnity Agreement**  
**Please Read Carefully, Sign and Return to International Management Group of America Pty Limited**

<b>Activities</b>		<b>Check Applicable Activity</b>
(a)	The 2017 Australian Open of Surfing – A professional surf competition comprised of the following events: (i) Men's WSL QS 6000 (ii) Women's WSL QS 6000 (iii) Men's Sydney Grom U14 & U16 (iv) Women's Sydney Grom U14 & U16	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
(b)	(i) Vans Park Series and/or Vans Park Series Oceania Championships skateboarding events (ii) Vans BMX Pro Cup	<input type="checkbox"/> <input type="checkbox"/>
(c)	Any demonstration or other related activity	<input type="checkbox"/>

For purposes of this Release of Liability, Assumption of Risk, Indemnity and Waiver Agreement (the “**Agreement**”), “**Event**” means collectively **the 2016 Australian Open of Surfing event being held at Manly Beach in New South Wales during the period February 25 through March 5, 2017, and any and all other activities related to that event (the “Event”).** In consideration for the opportunity to participate in one or more of the activities as set forth above (the “**Activities**”) at the Event, I, the undersigned participant, 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, the rules of play, 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.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless International Management Group of America Pty Limited; World Surf League (WSL); the City of Manly; Association of International Skateboarders (AIS), all other Event contractors, sponsors and advertisers, all owners or lessors of premises used in connection with the Event and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, assigns, and insurers; (collectively the “**Released Parties**”) with respect to 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 understand that the Activities may be photographed, videotaped, or otherwise recorded, and I hereby grant to International Management Group of America Pty Limited and their respective successors, assigns, agents and licensees (collectively the “**Recorders**”) 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. Recorders shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Recorders to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. **ATHLETIC ELIGIBILITY.** I am aware of and agree to comply with all rules, regulations and bylaws that apply to my participation in the Event, including, but not limited to, those of my state association and any other any national or international federation responsible for administering or regulating amateur or professional athletics. I also understand the consequences of my failure to comply with such rules might include loss of my eligibility to participate in future athletic contests.

**I have read this Agreement, fully understand its terms and understand that I am giving up substantial rights by signing it. I sign this Agreement freely and voluntarily, without any inducement or coercion.**

I certify that:

- ☐ I am over the age of majority (18 years of age or older in most states), or  
☐ I have my parent's or legal guardian's consent as indicated below.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
DATE OF BIRTH

ADDRESS: \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:**

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally agree to all of the terms of this Agreement. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the Released Parties (defined above), with respect to 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, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

\_\_\_\_\_  
PARENT OR LEGAL GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED