



### **ASSUMPTION OF RISK AND TERMS & CONDITIONS**

By registering to participate in this event, either online or in person on the day, the following terms, conditions and assumptions or risk are assumed by the participant.

Events organised by Drive Against Depression Ltd. ("DAD") are offered to the community with the intention to:

- Provide an inclusive opportunity for enjoying open roads.
- Offer a judgement-free environment for discussions around mental health.
- Build community and social networks.

As a participant I acknowledge that:

- DAD drive events are non-competitive drives using open roads. As such all road rules, speed limits and expectations of courteous driving behaviour apply.
- I am required to hold my own comprehensive motor vehicle and third party insurance.
- DAD holds public liability insurance.
- Each driver must hold a valid driver's licence.
- Any participating vehicle must be in roadworthy condition.
- Any discussions about mental health or mental health services have no intention to replace professional advice and medical treatment.
- Any damage to motor vehicles is the sole responsibility of the drivers and owners.

### **EXCLUSION OF LIABILITY, RELEASE & INDEMNITY**

In exchange for attending or participating in DAD events, I agree:

- To release DAD and any entities to the extent that any or all of them are providing recreational services from all liability for:
  - o my death;
  - o any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - o the contraction, aggravation or acceleration of a disease;
  - o the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - o that is or may be harmful or disadvantageous to me or the community; or
  - o that may result in harm or disadvantage to me or the community,
- howsoever arising from my participation in or attendance at DAD events to indemnify and hold harmless and keep indemnified DAD and any entities to the maximum extent permitted by law in respect of any Claim by any person;
- to be bound to the rules, regulations and policies of DAD and any entities; and
- to attend at or participate in the DAD events at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the reckless conduct of DAD and any entities as the supplier of the event;
- nothing in this document prevents the DAD or the entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of DAD and the entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a DAD insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- DAD has arranged some limited public liability insurance coverage.
- I acknowledge and accept that the insurance taken out by DAD is for public liability purposes and may not provide me with indemnity for loss, damage or injury that I may suffer during my participation in any DAD event, and that I may have to pay the excess if a claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account the DAD insurance arrangements, this document and my own circumstances.
- At DAD events, photographs and video footage will be taken. By registering to participate in a DAD event, either online or in person on the day, or by attending with a registered participant, you agree that DAD, its assigns, successors, licensees, legal representatives, employees, agents and other third parties collaborating with DAD, the irrevocable right to use my photograph, image, audio recording, video recording and likeness in all forms and manner for the purposes of advertising, media publicity, publication, general display or for any other purposes in whole or in part, including but not limited to publication on internet web sites, social media posts, newsletters, informational brochures, broadcasts and any other publications as released to or by DAD. You also waive any interest that you may have in the copyright to your image now or at any future time, and acknowledge that you are not entitled, nor shall in the future be entitled, to receive any payment or consideration in respect of it and agree to make no claim against DAD for any payments for the publication or use of your image. By registering you agree that you understand DAD cannot control unauthorised use of your image by persons not associated with DAD upon the publication of your image. With your registration, you forever waive any right to inspect or approve any publication or use of your image by DAD. You release and indemnify DAD from any loss, damage, costs, expense, or claim (including consequential loss) connected with the publication or use of your image, including action for defamation, libellous material, breach of privacy, or copyright.

Important:

You do not have to agree to exclude, restrict or modify your rights. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights. Even if you agree to this form through your event registration, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of DAD and any entities for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services is excluded.

DEFINITIONS:

a. 'DAD' means Drive Against Depression Ltd.

b. 'Claim' means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does not include a claim under a DAD insurance policy by any person expressly entitled to make a claim under that insurance policy;

c. 'Entities' means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, DAD affiliated clubs, state and territory governments and insured listed in DAD's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.

d. 'Reckless conduct' means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;

e. 'Recreational services' means (unless otherwise defined in this document) services that consist of participation in:

a) a sporting activity; or

b) a similar leisure time pursuit or any other activity that:

(i) involves a significant degree of physical exertion or physical risk; and

(ii) is undertaken for the purposes of recreation, enjoyment or leisure.