



MELBOURNE MAGIC FESTIVAL

JUNE 28 TO JULY 10, 2021

ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Melbourne Magic Festival Organising Team.

The Producer or Insurance Holder:

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Address of the Producer/Insurance Holder:

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Telephone No. of the Participant/Insurance Holder:

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The Business: *Melbourne Magic Festival*

The Activity: *Participation in the Melbourne Magic Festival June 28th to July 10th 2021*

The Risks of the Activity: (fully set out the risks of the particular activity)

A performance space is organised and Festival organisation is supplied by Melbourne Magic Festival. Participation in this event may involve elements of risk or harm to person (personal or other people) or property.

Medical Disclosure: (fully set out the participant's medical or other conditions that may be relevant to the performance of the Activity)

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Signature of Participant

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ACKNOWLEDGEMENT

1. I acknowledge that:

- (a) I am the participant (producer or insurance holder).
- (b) I am being supplied with a performance space and facilities by the Business.
- (c) The Activity may involve elements of danger, or involves a significant risk of physical harm.
- (d) I may be injured in performing the Activity.
- (e) My personal property may be lost, damaged or destroyed in performing the Activity.
- (f) Other people may cause me injury or may damage my property in the course of performing the Activity.
- (g) I may cause injury to other persons or damage their property in performing the Activity.
- (h) The natural conditions in which the Activity is conducted may vary without warning.
- (i) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
- (k) The Business relies on the information provided by me and I state that all such information is accurate and complete.
- (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or

other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.

(m) This documents together with other MMF 2019 agreements and forms records the entire agreement between the Business and I in relation to the Activity and my participation in it.

(n) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:

(i) participate in the Activity; and

(ii) sign this document.

RISK WARNING

1. I acknowledge that I have been warned of the Risks of the Activity.

2. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1.

3A. The Business has placed signs around the site on which the Activity is to be performed warning of the risk of injury where appropriate. I will read the signs and understand the warnings provided.

3B. The Business has provided me with oral warnings of the Risks the Activity and the risks of physical harm in participating in the Activity.

ASSUMPTION OF RISK

1. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity at my own risk.

Signature of Participant

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WAIVER, RELEASE AND INDEMNITY

1. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.

2. I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.



3. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

MISCELLANEOUS

1. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business I may be injured or injure someone else. Further I understand that I will not be permitted to continue the Activity and no refund will be given.

2. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.

3. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

I ACKNOWLEDGE THAT I HAVE READ THIS FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.

Signature of Producer/Insurance Holder:..... Date: / /

Witness Name:..... Witness Signature:.....

Witness Address:.....

..... Date: / /

