



## **WAIVER AND RELEASE OF LIABILITY FROM PARTICIPATION IN ACTIVITIES WITHIN VICTORIA**

In consideration of allowing me to participate in the 'Victory Against Cancer All-Stars v Fans' social football match on 25 February, 2017 at AAMI Park (**Activity**), I agree (for myself, my heirs, executors, administrators and next of kin) represent and warrant to, and agree with Melbourne Victory Ltd ACN 111 441 868 (**MVFC**), that:

1. I am at least 18 years old and have voluntarily elected to, and requested MVFC to allow me to, participate in the Activity. I acknowledge that the Activity involves participation in a sporting activity, leisure time pursuit or another activity involving physical exertion and is undertaken for the purpose of recreation, enjoyment or leisure. I understand that there are inherent risks, hazards and dangers associated with my participation in the Activity, and that I may suffer serious injury, or even death, as well as property loss or damage as a result of my participation in the Activity.
2. I freely and voluntarily assume all risks associated with participating in the Activity and acknowledge that my participation is entirely at my own risk and that I may withdraw from the Activity at any time.
3. I am physically and medically fit and have trained sufficiently to participate in the Activity. I am not aware of any medical condition, impairment, disease, illness or other reason why I should not participate in the Activity.
4. To the fullest extent permitted by law, I indemnify and will keep indemnified MVFC and each of their directors, officers, employees, volunteer, promoters, independent contractors and agents (together the **MVFC Parties**) against all costs, losses or damages however caused, arising from or in relation to my participation in the Activity.
5. To the fullest extent permitted by law (including section 139A of the *Activity and Consumer Act 2010 (Cth)* and section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* (**Victorian Consumer Law**), the MVFC Parties exclude all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by me in connection with the Activity, including in respect of any death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury), contraction, aggravation or acceleration of a disease or coming into existence, aggravation, acceleration or recurrence of any other condition or occurrence that is or may be harmful or disadvantageous to me arising from the Activity not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any consumer guarantees under Schedule 2 to the *Activity and Consumer Act 2010 (Cth)* (**Australian Consumer Law**) or the Victorian Consumer Law, or due to negligence by any of MVFC or MVFC Parties or for breach of contract.
6. To the fullest extent permitted by law, the MVFC Parties' liability to me for a breach of any non-excludable guarantee is limited to a refund for any fees paid by me to MVFC to obtain entry to the venue.
7. Nothing in this document excludes, limits or modifies the application of the Australian Consumer Law or the Victorian Consumer Law, or the exercise of any rights or remedies conferred by the Australian Consumer Law or the Victorian Consumer Law where to do so would contravene the Australian Consumer Law.
8. I consent to receive and pay for any medical treatment (including without limitation, ambulance transportation) which is considered by MVFC to be advisable or deemed reasonable before, during or after the Activity. I indemnify and will keep indemnified MVFC for all costs associated with this medical treatment.
9. I am fully responsible for any loss or damage to, and the security of my personal belongings before, during and after the Activity.
10. I consent to (i) the recording of my likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together the "Images"), (ii) the collection and use of my personal information in accordance with this Waiver and Release and MVFC's Privacy Policy (available at [www.footballaustralia.com.au/misc/ffa-privacy-policy](http://www.footballaustralia.com.au/misc/ffa-privacy-policy)) and (iii) the use of the Images for commercial exploitation and other promotional or public relations purposes, throughout the world by any means (including but not limited to broadcast, telecast and print) by MVFC and their commercial partners without compensation to me (including, recording my participation in the Activity and using the Images at the venue and on the vision screens).

11. I agree to obey and accept the Activity rules and any other instructions issued by MVFC at any time and acknowledge that I satisfy any eligibility criteria determined by the Operator in relation to the Activity.
12. I agree not to do anything which may adversely affect, prejudice or bring into disrepute the reputation of any of MVFC or the venue.
13. I acknowledge that my participation in the Activity is at the sole discretion of MVFC and I accept that MVFC may cancel or postpone the Activity or may remove me from the venue immediately at any stage if I fail to comply with the terms of this release and waiver or otherwise and I will not be entitled to any compensation for that cancellation or postponement or to any refund in relation to any amounts paid by me to participate in the Activity or attend the venue.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

**WARNING:** If you participate in these activities your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

**NOTE:** The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

By completing this registration for the Activity, I hereby acknowledge that I have read, understood and accept this Waiver and Release and agree to be bound by them in relation to my participation in the Activity.