

PARTICIPANT NAME

FIRST

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LAST

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Venue and Jurisdiction: I understand that if that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court for the country of Australia in the State or Territory that the TM Event is held has the **sole and exclusive jurisdiction** and that **only the substantive laws of the State or Territory in which the TM Event** is held shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be **as broad and inclusive as is permitted** by the State or Territory in which the TM Event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then **that provision shall be severed from this Agreement and does not affect the validity** and enforceability of any remaining provisions. Furthermore, notwithstanding anything to the contrary contained within this Agreement, this Agreement will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any services pursuant to this Agreement of any provision of any Act of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.

Entire Agreement: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that **this is the entire Agreement** between me and IMG and **cannot be modified or changed** in any way by representations or statements by any agent or employee of IMG. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: In the event of a legal issue, **I agree to engage in good faith efforts to mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation within sixty (60) days of IMG being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in the TM Event **shall be submitted to binding arbitration** in accordance with the applicable rules of the Australian Centre for International Commercial Arbitration then in effect. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English and the number of arbitrators shall be one (1). The cost of such action shall be shared equally by the parties.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Initial Agreements for the Protection of Participants:

- I (and/or my participating minor child/ward) am/are **in good health** and in proper physical condition to safely participate in the TM Event. I certify that I (and/or my participating minor child/ward) have **no known or knowable physical or mental conditions** that would affect my/our ability to safely participate in the TM Event, or that would result in my/our participation creating a risk of danger to myself or to others.
- I acknowledge that IMG recommends and **encourages each participant to get medical clearance** from his/her personal physician prior to participation.
- I (and/or my participating minor child/ward) **have not been advised or cautioned against participating** by a medical practitioner.
- I understand that it is my responsibility to continuously **monitor my own (and/or my participating minor child/ward's) physical and mental condition during the Course**, and I agree to withdraw immediately and to notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me (and/or my participating minor child/ward) unconscious or incapable of making a medical decision, **I authorise and give my consent to IMG and emergency or medical personnel at the event to make emergency medical decisions** (including providing emergency medical treatment) on my (and/or my participating minor child/ward's) behalf (including but not limited to CPR).
- I authorize IMG to **secure emergency medical care or transportation** when reasonably necessary (at my cost and expense).
- I acknowledge that IMG has instituted its **rules for the protection** of the participant and co-participants. I (and/or my participating minor child/ward) agree to familiarize myself/ourselves with those rules and follow them at all relevant times. I also recognize the authority of IMG to halt my/our participation (and, if necessary, have me removed from the premises) if my/our participation, conduct, or presence endangers myself or my co-participants.

FOR EVENTS HELD IN VICTORIA: Warning under the ACL and Fairtrading Act 2012 (Vic): Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you: • are rendered with due care and skill; and • are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and • might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you

will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, 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.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I am 18 years or over and I understand that I (and/or my participating minor child/ward) am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I (and/or my participating minor child/ward) am/are signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditionally release of all liability due to ORDINARY NEGLIGENCE of IMG (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by the laws in force of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia in which the TM Event is held.

Signature

Print Name

Date