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### **Rolling 4 Week Virtual Program Terms and Conditions**

CFN 23442  
ABN 53 169 310 696  
ACN 169 310 696

**Organiser** means the organiser of the Program, Can Too Foundation Limited ABN 53169310696

**Sponsor** means any party providing financial support to the Organiser.

**Program** means the training program

**Released Persons** means the Sponsor(s) and the Organiser and their related bodies corporate.

In consideration of the Organiser endeavoring to provide assistance to me by my participation in this Virtual Program, I (with the intent of binding my heirs, executors, administrators and assigns) waive, release and discharge all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) which I might have against any of the Released Persons for or arising out of loss of my life, injury, damage or loss of any description to myself or my property which I may suffer or sustain as a result of my participation in any Program including without limitation incorrect or insufficient advice.

The risks of my participating in the Program include, but are not limited to: exposure to and contact with natural or man-made features, water, adverse weather conditions, ascending or descending inclines; the nature of activities involved in the Program; hypothermia and/or heat exhaustion; stings or bites by insects or animals; accidents during vehicle travel; the condition or suitability of equipment used by myself and by others in the Program; exposure to other persons or vehicles where the Program is conducted; and the actions and inactions of other participants, spectators, Organiser's personnel and supporting agencies.

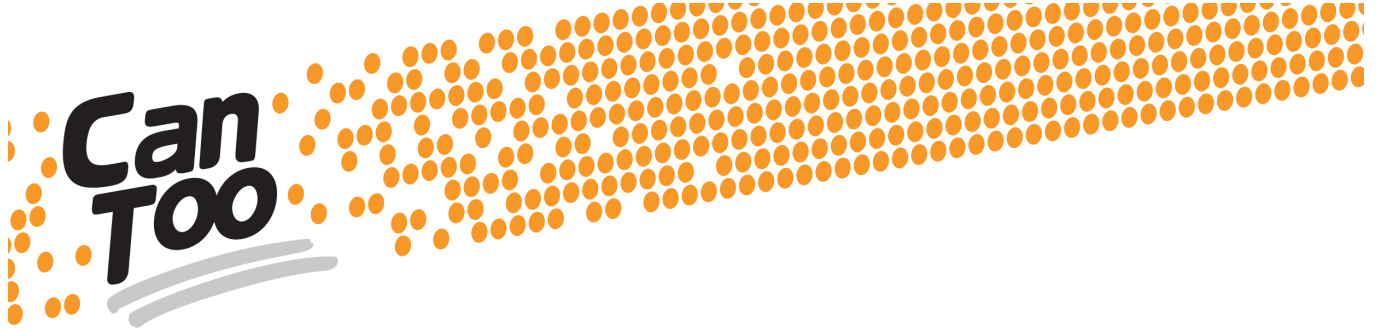
I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of participating in the Program and rely solely on my own assessment of these dangers, hazards and risks before participating in the Program and notwithstanding any decision thereon made by any Released Persons or other persons corporations and bodies involved in promoting or organising the Program. The decision to participate is entirely my own and I accept all risks associated with participation in the Program, including but not limited to loss of life and/or any injury including without limitation any permanent injury.

I understand that participating in the Program involves a physically taxing and stressful activity which carries the risk of personal injury and damage to myself and to others and I am aware of and have considered those risks.

I am aware that there may be other risks involved which have not been set out above, including but not limited to my physical or mental condition at the time the Program is held, which can result in possible injury, incapacitation, loss, damage or even death to myself.

I agree to abide by the rules and conditions of entry and participation in the Program, and I agree and accept that the Organiser may, at its absolute discretion, at any time and from time to time vary the rules and regulations of the Program and without prior notice to me.

I represent and warrant that – as a condition to participating in the Program, I am participating in the Program at my own risk having considered the possible consequences of so doing, and I declare that I have trained and prepared sufficiently to participate in the Program, I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participating in the



Program. I certify that I am sixteen (16) years of age or older at the date that I signed this document and I have read and understood the contents of this document.

I agree to indemnify and keep indemnified the Released Persons against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements whatsoever (including without limitation for negligence, breach of contract and/or breach of statute) arising out of, in connection with, or in relation to my participation in any Program or in providing any assistance to me. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases and indemnities in this document continue forever and bind my heirs, executors, personal representatives and assigns.

This waiver release and discharge shall operate jointly and severally in favour of the Released Persons and their related bodies corporate, and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical, stakeholders, the owners, licensees and occupiers of land upon which any Program or any part of it is conducted, any statutory body or local authority having control over any land upon which the Program or any part of it is conducted, sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling any part of the Program.

I grant full permission to the Organiser to use any photographs, videotapes, motion pictures, recordings or any other records of this Program (including depictions of myself) for promotional or marketing purposes and agree to waive any compensation for any such use.

I agree:

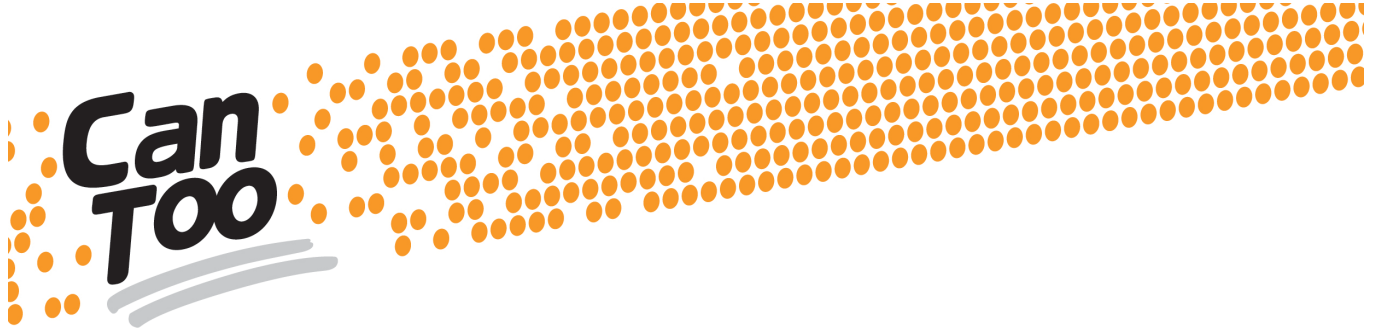
- that my participation may be rejected or cancelled at any time at the discretion of the Organiser;
- that the Organiser in its absolute discretion reserves the right to change, modify postpone, or cancel any part of the Program; to release to the fullest extent permitted by law, each of the Released Persons;
- that this document does not and is not intended to in any way reduce or release any liability the Released Persons may have by virtue of any law (including without limitation the Consumer and Competition Act 2010) which may not be excluded or modified and the provisions of this document are to be read and construed subject to such non-excludable provisions;
- that these conditions will operate separately in favour of all of the Released Persons and all other corporations and bodies involved or otherwise engaged in promoting or staging the Programs and the servants, agents, representatives, volunteers and officers of any of them; and

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