

RUXCON WAIVER AND RELEASE OF LIABILITY AGREEMENT

Each participant must complete this form in order to be eligible to be participate in the Ruxcon Chilli Eating Competition.

Name of the Activity or Event: Ruxcon Chilli Eating Competition

Date of Activity or Event: Sunday 12th October 2014

Venue: CQ Function Centre, Melbourne, Australia

Released Parties: Ruxcon PTY LTD (ACN 142 759 117) and its directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors and activity or event volunteers.

1. I assume all of the risks of participating and/or volunteering in this activity or event, including by way of example and not limited by, any risks that may arise from negligence or carelessness on the part of the Released Parties, or because of their possible liability without fault.
2. I certify that I am physically fit, have sufficiently prepared for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my participation in this activity or event.
3. I acknowledge that if I have an allergy to certain foods I am aware that it is my responsibility to take adequate precautions for my safety and make my own decision about participation in this event or activity. I understand that any food that I eat during the event or activity is entirely at my own risk.
4. I acknowledge that this Waiver and Release of Liability Agreement will be used by the event holders, sponsors and organisers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at the activity or event.
5. In consideration of my application and permitting me to participate in this event, I take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
 - a. I waive, release and discharge from any and all liability the Released Parties, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, illness, or any other claim, judgment, loss, liability, cost and expense (including, without limitation, lawyers' fees and court costs) arising out of or connected with the result of participation in this activity or event; and
 - b. I indemnify, hold harmless and promise not to sue the Released Parties from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by their negligence or otherwise.
6. I acknowledge that Ruxcon PTY LTD and its directors, officers, volunteers, representatives, and agents are not responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Ruxcon PTY LTD.
7. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and illness. The risks may include heart failure, anaphylactic shock, anxiety attack, asthma, intestinal and bowel damage, allergic reaction, or actions of other people including, but not limited to, participants, volunteers, spectators, event officials. I acknowledge that I am assuming the risk of such illness or injury by participating in this activity or event.

8. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I further acknowledge and understand that I will be responsible for any and all medical and related costs that may be incurred on my behalf for any illness or injury that I may sustain.
9. The waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law within Australian states and territories.
10. I acknowledge that If any provision of this waiver and release of liability form is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.
11. The waiver and release of liability agreement shall be governed and construed by the laws of the State of Victoria, Australia. The situs for all actions is Melbourne, State of Victoria, Australia. All provisions of this agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable in a court of law.
12. I acknowledge that I am aware of my right to obtain legal advice about the terms and effect of this agreement before signing it, and that I may choose not to sign this agreement and not participate in this activity or event.
13. I attest that I am 18 years of age or older at the time of the event or activity.
14. I certify that I have read this waiver and release of liability agreement and that I fully understand its content. I am aware that this is a release of liability and a binding contract and I sign it of my own free will.

Participant's Name

Signature

Date