

**Soldier On "March On" Event  
Participation Deed**

**GENERAL RISK WARNING:**

**PHYSICAL ACTIVITY SUCH AS BUSH WALKING CAN BE DANGEROUS AND INVOLVES A RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS OR THE ENVIRONMENT IN WHICH THE ACTIVITY TAKES PLACE.**

**YOU ARE ADVISED TO TAKE EXTREME CAUTION DURING THE SOLDIER ON "MARCH ON" EVENT.**

By acknowledging this document I hereby agree to participate in the Soldier On "March On" Event taking place in March 2020, on the terms and conditions set out in this deed and voluntarily accept all of the risks involved in participating in the Event.

**1. Acknowledgement of risks and dangers**

- 1.1 I acknowledge that:
- (a) the Activity can be dangerous and that accidents causing death, bodily injury, disability, and mental injury can and do happen;
  - (b) any insurance policy, including life insurance, may be void by virtue of my participation in the Event; and
  - (c) there may be no, or inadequate facilities for treatment or transport for me if I am injured.

**2. Liability**

- 2.1 To the extent permitted by law, Soldier On is not liable for any Claim and Damages of any kind by the Participant or any third party arising under or in connection with this Deed

**3. Release and waiver**

- 3.1 The Participant acknowledges that their participation in the Activity:
- (a) is at the Participant's own risk; and
  - (b) may involve the risk of injury to the Participant, whether caused by the Participant, another party or equipment or facilities used in connection with the Activity.
- 3.2 The Participant agrees to release, waive, discharge and hold harmless Soldier On and its officers, employees, agents, licensees and other representatives from all Claims and Damages arising out of or in connection with the provision of the Activities under this Deed.

**4. Policies**

- 4.1 The Participant acknowledges and agrees to abide by all Soldier On policies and procedures as directed.
- 4.2 The Participant indemnifies Soldier On from and against all actions, claims, demands, losses, damages, costs and expenses for which Soldier On may be liable as a result of the Participant failing to comply with clause 4.1 of this Deed.

**5. Definitions and interpretation**

- 5.1 In this Deed:
- Activity** means any physical activity undertaken during the course of, or in connection with, the Event.
- Claim** means any claim, demand, action, suit or proceeding that may be made or brought by any person against Soldier On by any person.
- Damages** means liabilities (including any liability Soldier On may have to any third party), expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).
- Event** means the Soldier On "March On" Charity event taking place in March 2020.
- Participant** means any person taking part in the Event.
- Soldier On** means Soldier On Limited (ABN 24 811 760 786).
- 5.2 In this Deed, except where the context otherwise requires:
- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
  - (b) other grammatical forms of defined words or expressions have corresponding meanings;
  - (c) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; and
  - (d) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

**EXECUTED AS A DEED**

I have read this deed prior to acknowledging it which I do so freely. I fully understand the terms of this deed and that I am waiving substantial rights which I may otherwise have.