

Event Terms and Conditions – Swim for Breast Cancer

Terms of Participation

Thank you for applying to participate in the Swim For Breast Cancer Challenge in November 2024 (the **Event**). Any reference to the Event in these terms includes all associated activities, whether held before, during, or after the Event.

Participation in the Event is at your own risk and is subject to these Terms and Conditions. It is your responsibility to comply with all legal requirements related to this fundraising event and to obtain your own insurance coverage as you deem appropriate for participation in the Event. By participating in the Event, you accept these Terms and Conditions and agree to comply with them. If you are registering on behalf of someone else, you must inform them of these Terms and Conditions.

Youth Participants

If you are under the age of 18 (**Youth Participant**), your parent or guardian must accept these Terms and Conditions on your behalf. By registering on behalf of a Youth Participant, you agree to these Terms and Conditions both for yourself and the Youth Participant. All references to "You" and "Your" in these Terms and Conditions apply to both the Youth Participant and their parent or guardian.

Risk Notice

By participating in the Event, you acknowledge and accept that it is at your own risk and that your participation involves inherent risks, including the risk of serious physical and psychological injury, drowning, or death.

In particular, you acknowledge and accept all risks associated with the Event including, but not limited to, the risks of hypothermia, drowning, slip and fall accidents, collisions with other swimmers or objects, exposure to the elements (cold, sun, wind, etc.), underwater hazards, polluted water, marine life stings, bites, injury from wildlife, weather changes (that dramatically change the safety profile), or exertion related injuries, including strains, sprains and broken bones, heart attack, stroke, or other medical emergencies.

By submitting your application to participate in the Event, you acknowledge and accept these risks, which may be heightened if you choose to participate in costume, use props, or are not a competent swimmer.

You acknowledge that the above list does not cover all the risks inherent in participating in the Event, and there may be unknown or unforeseeable risks at this time. You confirm that you are in proper physical and mental condition and have no known medical conditions or disabilities that could interfere with your safe participation in the Event. You understand that the National Breast Cancer Foundation (**NBCF**) recommends consulting a doctor before participating, especially if you have any medical conditions that could make participation dangerous.

Regardless of whether you have consulted a doctor, by participating in the Event, you acknowledge and voluntarily assume all risks involved. You understand that NBCF has not obtained personal accident insurance or any other insurance for your participation in the Event, and it is your responsibility to secure any necessary insurance. You assume all risks to yourself and your property during the Event.

Exclusion and Limitation of Liability

To the extent permitted under State and Territory based civil liability laws, including:

- Civil Liability Act 2002 (NSW);
- Civil Liability Act 2003 (QLD);
- Civil Liability Act 1936 (SA);
- Civil Liability Act 2002 (TAS);
- Civil Liability Act 2002 (WA);
- Wrong Act 1958 (VIC); and
- Civil Law (Wrongs) Act 2002 (ACT),

you acknowledge and agree that NBCF and any event sponsor (including their directors, officers, employees, volunteers, agents, and representatives) exclude all liability for any harm (including but not limited to personal injury or death, property damage, and economic loss, whether direct, indirect, special, or consequential) caused by your failure to exercise reasonable care and skill. This applies regardless of whether the claim is brought in tort (including negligence), contract, statute, or otherwise, where such liability arises from a breach of an express or implied warranty that the services will be provided with reasonable care and skill.

You understand and agree that to the maximum extent permitted by law:

- All implied conditions, warranties, guarantees, rights, remedies, liabilities, or other terms that impose any liability on NBCF or the Event sponsors (including their directors, officers, employees, volunteers, agents, and representatives) are excluded.
- Neither NBCF nor any Event sponsor will be liable for any loss, damage, cost, or expense (including direct, indirect, or consequential losses) incurred in connection with the Event, except for losses caused by NBCF's reckless conduct or any malicious, criminal, or fraudulent acts.
- If any of these exclusions are deemed ineffective or unenforceable by a Court, NBCF's liability is limited to re-supplying, repairing, or replacing the service, or paying the cost of supplying the service again.

Section 139A of the Competition and Consumer Act 2010 (Cth) ("**CCA**") permits a term of a contract for the supply to a consumer of recreational services, to exclude liability of the supplier for the death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the Australian Consumer Law (**ACL**).

You understand and agree that, to the extent permitted by section 139A of the CCA, NBCF and any event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) excludes all liability in connection with the supply of recreational services for:

1. death;
2. physical or mental injury;
3. the aggravation, acceleration or recurrence of a physical or mental injury;
4. the contraction, aggravation or acceleration of a disease; and
5. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in

relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of NBCF or any event sponsor (or any of their directors, officers, employees, volunteers, agents and representatives) to comply with a guarantee in sections 60-62 of the ACL.

This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of NBCF or any Event sponsor.

Release and Indemnity

You fully and irrevocably release NBCF and all event sponsors, along with their directors, officers, employees, volunteers, agents and representatives, from any liability for any loss, damage, cost or expense (whether due to negligence, contract, statute or otherwise) that you may suffer as a result of:

- your participation in the Event, including any death or personal injury;
- any breach of these Terms and Conditions; and
- the publication or distribution of any material or information you provide to us.

If any claim arises from your participation in the Event, including personal injury, property damage or wrongful death, you agree to indemnify and hold harmless NBCF and all the Event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from any and all loss, damage, cost or expense in connection with such claim.

Your liability under this indemnity is reduced to the extent that the loss or damage is caused by gross negligence, fraud, criminal conduct or wilful misconduct of the NBCF, or its directors, officers, employees, volunteers, agents and representatives.

We may update these Terms and Conditions from time to time without notice.