## RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY

This meetup group's events include but are not limited to activities organised through MeetUp and Facebook. These include but are not limited to hiking and other outdoor adventure activities on land, sea and snow. This document refers to all participants of events, be they members or not, adults or children.

Whether or not an attendee is a MeetUp member, Facebook group member, or has submitted an RSVP for a particular event, by attending any of the events all attendees hereby affirm, acknowledge and agree to the Meetup terms of service and the following.

Attendees understand that the committee, organisers, leaders, volunteers and members of the group are not experts and do not hold themselves out as an expert. Attendees understand that during their participation in any events they may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each event and cannot be eliminated without destroying the unique character of the event. These inherent risks include, but are not limited to, property loss or damage, getting personally lost, trapped or separated from the group, and the dangers of serious personal injury and death from exposure to the hazards of our activities.

Attendees know that injuries and damages can occur by natural causes, equipment failure or activities of other persons, animals, insects, plants, our surroundings, committee members, event leaders, group members, and assistants or third parties, either as a result of negligence or because of other reasons. Attendees understand that risks of such injuries and damages are involved in outdoor activity such as our events and appreciate that they may have to exercise extra care for their own person and for others around them in the face of such hazards.

They further understand that on any event there may not be rescue or medical facilities or expertise necessary to deal with the injuries and damages to which they may be exposed.

Attendees understand that they may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in car-pooling. Attendees understand that they may have to exercise extra care for their own person and for others around them when engaging in this activity.

Therefore in consideration for participating in events, to the fullest extent allowed by law, attendees agree to waive, discharge claims, and release from liability the organisers, leaders, volunteers and members of the group from any and all liability on account of, or in any way resulting from injuries and damages, even if caused by negligence, in any

way connected with our events. Attendees further agree to hold harmless the committee, leaders, volunteers and members of our group from any claims, damages, injuries or losses caused by their own negligence while a participant on the event. Attendees understand and intend that this assumption of risk and release is binding upon their heirs, executors, administrators and assigns, and includes any minors or pets accompanying them on the events. All attendees have read this document in its entirety and freely and voluntarily assume all risks of such injuries and damages and notwithstanding such risks, agree to participate in the events they attend under these terms.

## **WAIVER OF LIABILITY AND RISK**

The Melbourne Girls Outside MeetUp and Facebook groups organise events that include outdoor activities including but not limited to hiking, camping, climbing, kayaking, stand-up paddleboarding, snorkelling and social events. This particular document refers to attendees of activities, which includes members be they adults or children.

Any member who RSVPs to an event and therefore becomes an attendee hereby affirms and acknowledges the following:

- Attendees hereby affirm and acknowledge that they fully understand the hazards and risks associated with outdoor activities associated with Melbourne Girls Outside
- The inherent risks and hazards include but are not limited to:
- Injuries sustained from hiking and camping;
- Injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees and campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise;
- Physical injuries sustained due to the attendee's own personal negligence and/or the negligence of others, and
- Injuries or illnesses sustained from either plants or animals, such as wildlife, or exposure to any plants or animals present within the area that the event is conducted in.

In making it possible to participate in the above-described activities and more, the attendee both agrees and acknowledges that:

- They hereby release and hold harmless with respect to any and all illness, injury, disability, or loss or damage to person or property—whether caused by negligence or otherwise to any committee member, event leader, volunteer, member or anyone associated with Melbourne Girls Outside, and
- Attendees recognise and accept the inherent risks associated with carpooling and, therefore, accept full responsibility should they enter into a carpooling agreement with another attendee.

This document shall be binding to the fullest extent permitted by law. If any provision of this document is found to be unenforceable, the remaining terms shall still be enforceable.

Attendees have read this release of liability and assumption of risk agreement, and not only do they fully understand its terms but they understand that they hereby release all liability and therein relinquish legal rights by attending an event associated with Melbourne Girls Outside.