

TASTING AUSTRALIA 2025 WAITERS' RACE RISK WARNING, DISCLAIMER, AND INDEMNITY FORM

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

I acknowledge that there are risks associated with my participation in the activity which includes but is not limited to the following: (a) my own actions or inactions; (b) trip hazards; (c) spillages; (d) use of inadequate equipment; (e) collision and contact with other participants or objects; (f) actions or inactions of participants and/or spectators; (g) weather conditions; and (h) injury however so caused.

If you do not wish to be exposed to such risks, then you should not participate in the activity.

In exchange for being able to attend or participate in the activity, I agree:

- to release SATC and the entities from all liability for: (a) my death; (b) any physical or mental injury or illness and (d) any other damage or loss caused to you;
- to indemnify and hold harmless and keep indemnified the SATC and the entities to the maximum extent permitted by law in respect of any claim by any person; and
- to attend at or participate in the activity at my own risk.

I understand that:

- nothing in this document excludes, restricts, or modifies any rights that I may have because of significant personal injury that is caused by the reckless conduct of the SATC and the entities as the supplier of the activity/recreational services;
- nothing in this document prevents the SATC and the entities from relying on any laws (including statute and common law) that limit or preclude their liability; and
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however, the liability of the SATC and the entities is limited to the minimum liability allowable by law.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the Australian Consumer Law (which is schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the SATC in relation to the SATC's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of SATC and the entities for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

RULES OF PARTICIPATION

I agree to follow any rules and/or directions set by SATC in connection with the activity and understand that if I fail to comply with any such rules or directions, I will not be permitted to participate or to continue to participate in the activity.

I confirm that I am physically fit and that I am capable of participating in the activity and have not been advised otherwise by a qualified medical practitioner that I should not participate in the activity.

PRIVACY STATEMENT

I acknowledge and am informed that:

- SATC will collect personal information about me if I sign this Risk Warning, Disclaimer and Indemnity form in accordance with the SATC Privacy Statement <https://www.tourism.sa.gov.au/privacy-statement>; and
- I can gain access to, and seek correction of, this personal information by contacting the SATC Privacy Officer at satc.privacy@sa.gov.au.

DEFINITIONS

activity means performing or participating in any capacity, in the official Waiters' Race as part of Tasting Australia 2025;

claim means and includes any action, suit, proceeding, claim, demand, or cause of action however arising including but not limited to

negligence, BUT does NOT include a claim under a SATC insurance policy by any person expressly entitled to make a claim under that insurance policy;

conduct includes any act or omission;

entities means event organisers/promoters/managers, land owners/managers/administrators/licensees, state governments and insured listed in SATC's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organisations and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;

personal injury means bodily injury and includes: (a) mental and nervous shock; and (b) death;

reckless—a person's conduct is reckless if the person: (a) is aware, or should reasonably have been aware, of a significant risk that his or her conduct could result in personal injury to another; and (b) engages in the conduct despite the risk and without adequate justification;

recreational services mean (unless otherwise defined in this document) services that consist of participation in: (a) a sporting activity; or (b) a similar leisure time pursuit or any other activity that: (i) involves a significant degree of physical exertion or physical risk; and (ii) is undertaken for the purposes of recreation, enjoyment, or leisure. Further information about your rights can be found at www.ocba.sa.gov.au;

SATC means South Australian Tourism Commission (ABN: 80 485 623 691) a statutory corporation pursuant to the South Australian Tourism Commission Act 1993 (SA) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide SA 5000; and

supplier means the SATC.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending, or participating in the activity being provided by SATC and the entities. I agree to comply with all policies, rules, regulations, and directions of SATC and the entities in relation to this activity.

I have read, understood, acknowledge, and agree to the above including the exclusion of statutory guarantees, warning, and assumption of risk, release, and indemnity:

	Signature	Name	Date
Participant			