



WAIVER AND RELEASE OF LIABILITY

THIS DOCUMENT IS APPLICABLE TO ANY PERSON OR PERSONS ENTERING THE PROPERTY AND/OR PARTICIPATING IN ACTIVITIES AT THE PROPERTY (INCLUDING ANY EVENTS HELD AT THE PROPERTY) LOCATED AT 210 TALLAROOK-PYALONG ROAD, VICTORIA, MELBOURNE OTHERWISE REFERRED TO AS OUR FRIENDS FARM ("the Property" and/or "the Venue")

BY ENTERING THE PROPERTY YOU ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS WAIVER AND RELEASE SET OUT BELOW. YOU AGREE THAT YOU ENTER THE PROPERTY AT YOUR OWN RISK

1. I have voluntarily elected to enter the above property. I understand that any activity I choose to undertake has inherent risks, hazards and dangers associated with it, and that I may suffer serious injury, or even death, as well as property loss or damage as a result of my participation in any activity.
2. I freely and voluntarily assume all risks associated with the entering the property and or undertaking any activity on the property is entirely at my own risk.
3. To the fullest extent permitted by law, I indemnify and will keep indemnified the property and each of its directors, officers, employees, volunteer, promoters, independent contractors and agents (together referred to as 'the parties') against all costs, losses or damages however caused, arising from or in relation to entering the property and / or participating in any activity.
4. I am fully responsible for any loss or damage to, and the security of my personal belongings at all times whilst on the property including during any Activity.
5. I agree to, and will procure that, I will obey and accept the Activity rules and any other instructions issued by the venue.
6. I agree not to, and to procure that I will not do anything which may adversely affect, prejudice or bring into disrepute the reputation of the venue.
7. I acknowledge that my participation in the Activity is at the sole discretion of the venue and I accept that the venue may cancel or postpone the Activity or may remove anyone from the venue immediately at any stage if I (or they) fail to comply with the terms of this release and waiver or otherwise and I will not be entitled to any compensation for that cancellation or postponement or to any refund in relation to any amounts paid by me to participate in the Activity or attend the venue.
8. **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 WARNING:** If you participate in any activity your rights to sue the venue or the property owner under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.
9. I consent to the recording of my voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together the "Images"), (ii) the collection and use of my personal information in accordance with this Waiver and the use of the Images for commercial exploitation and other promotional or public relations purposes, throughout the world by any means (including but not limited to broadcast, telecast and print) by the property and their commercial partners without compensation to me (including, recording participation in any activity and using the Images for promotional purposes).
10. The venue is not liable for loss or damage to any of the Hirer's equipment brought to the venue in conjunction with the event. The Hirer indemnifies the venue against any loss, damage or injury, actual or consequential, of whatever kind arising wholly or in part from the breach of this Agreement by the Hirer or due to any other cause including, but not limited to, the negligent act or omission of the Hirer or any person under the supervision, direction or control of the Hirer. The Hirer is liable for the cost of reparation for any damage to equipment, buildings or artworks caused by patrons, artists, volunteers or Hirer's co-workers at the Hirer's event.
11. Any person or persons hiring the venue ("Hirer") is responsible for reducing risks associated with their event as much as possible and must submit a Risk Management Plan specific to their event.
12. The Hirer must submit an Emergency Management Plan and Risk Management Plan specific to their event no later than 60 days prior to the event.
13. Any costs associated with the attendance of Emergency Services to the venue in relation to the event shall be at the cost of the Hirer.
14. The Hirer must provide adequate First Aid provisions for their guests and include these confirmed details in their event documentation.