



zenith events

(p) +61 8 9386 6624

(w) zenithevents.com.au

(a) PO Box 149, Nedlands, WA 6100

- **BACKGROUND**

The purpose of which is to raise funds for "The Charity". The Event is developed in partnership between "The Charity" and Zenith Events whereby, in the main, "The Charity" markets The Event and collects / receives monies fundraised; Zenith Events manages the general conduct of The Event including the provision of all equipment for and personnel to instruct and manage The Event's abseiling activities. Persons who complete the registration process for The Event and agree to The Event's terms and conditions are referred to herein as "Participants".

- **WHO CAN PARTICIPATE**

Participants must weigh less than 125kg (if your weight is greater than 125kg please contact Zenith Events prior to registering)

"Participants" must be at least 16 years of age on the date of The Event.

If the Participant is less than 18 years of age a parent or guardian is required to accompany the Participant to The Event and remain onsite.

To become a participant, persons must -

- a. be at least 16 years of age and have the mental capacity to enter into a legally binding agreement; if under 18 parent or guardian signature is required
- b. complete and submit to "The Charity" his / her online Event registration (or by an alternative method approved by "The Charity");
- c. complete and submit the Personal Details and Waiver; and
- d. meet the minimum fundraising requirements of The Event (unless by arrangement with "The Charity" and or Zenith Events).

- **INDIVIDUAL REGISTRATION COST**

Each person must, at the time that his / her registration to participate in The Event, pay to "The Charity" a non-refundable amount of \$100.00 ("Deposit").

- **TEAM REGISTRATION COST**

Teams consist of 4 people who register simultaneously and collectively under one "team name" and who each pay to "The Charity" a non-refundable amount of \$100.00 ("Deposit") per person

- **ELIGIBILITY FOR THE EVENT'S ACTIVITIES**

Once a participant's or a team's registration is secure, he / she / they must, by 11:59pm on the date preceding one week prior to The Event date, in addition to the Deposit, fundraise for and pay to "The Charity", a minimum of

- a. \$1,100.00 per individual; OR
- b. \$1,100.00 per team member

Once "Participants" reach the minimum fundraising target they will be contacted by "The Charity" and assigned a descent timeslot. "Participants" who do not reach the minimum fundraising target may not be able to participate at the discretion of the Charity and Zenith Events. In such circumstance the Charity is not required (or obligated) to refund donations received by donors supporting the "Participants".



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- **PRIVACY**

I grant each of Zenith Events and the Charity, and their respective employees, contractors, agents and successors in title authority to use all photographs / videos taken during The Event for Zenith Events' and the Charity's promotion and advertising of The Event and other similar Events on the condition that those photographs / videos are not sold to any third party.

Zenith Events or Event Sponsors may also use your email address to notify you of upcoming Events. Your personal information will not be sold or shared with third parties

- **PERSONAL RECORDING DEVICES**

In the interests of participant, public and staff safety, the only personal recording devices Zenith Events accepts are [GoPro Cameras](#). Only genuine GoPro mounts of [Chesty](#), [Vented Helmet Strap](#), and [Head Strap](#) will be accepted. No other cameras, camera mounts or mounts attached to other parts of your body (such as limbs) will be permitted.

- **EVENT DATE AND LOCATION**

The Event will take place at the Central Park Building, St Georges Terrace, Perth on the advertised date and time for the Charity of Choice.

Before The Event date each participant will be notified by phone or email of -

- a. the location of The Event registration booth;
- b. the time they are to present themselves at The Event registration booth;
- c. the time that their abseil is scheduled following The Event's induction.

If for any reason Zenith Events consider that, on any of The Event days, it is unsafe for The Event to commence or continue, Zenith Events may at any time and at their complete discretion -

- a. postpone The Event to the contingency date being up to one week later;
- b. delay or cancel The Event; or
- c. prevent a person or persons from participating in The Event.

Further, if The Event has to be postponed beyond the contingency date for any reason Zenith Events considers renders participation unsafe, then Zenith Events may at any time and at their complete discretion -

- a. cancel The Event; or
- b. prevent a person or persons from participating in The Event.

In circumstance as described above (postponement of The Event), each participant will be notified by phone or email of -

- a. the location of The Event registration booth;
- a. the time they are to present themselves at The Event registration booth; and
- b. the time that their abseil is scheduled following The Event's induction.

If The Event is cancelled or a person or persons is prevented from participating in The Event, none of the "Participants" nor the persons that have pledged or paid donations to the Charity, or to a participant by reason of The Event, shall be entitled to a refund of any pledged or paid donation(s). In such circumstance Zenith Events and the Charity deem The Event in part or full to be cancelled for 2018. "Participants" who did not get to participate will be granted early access into the next Central Park Plunge Event.



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Each participant and, if it is necessary his/her authorised parent or legal guardian, must:

- a. present to The Event's registration booth at the time and date specified;
- b. complete, sign and submit to The Event's registration booth attendee a Participant Details and a Participant Assumption of Risk / Waiver of Liability and Indemnity Form; and
- c. upon satisfying the registration conditions, complete The Event's preliminaries as determined by Zenith Events prior to participating in The Event's abseiling activities.

A participant's failure to comply with the Terms and Conditions of The Event may render the participant ineligible to participate in The Event.

If a participant is, by reason of the Terms and Conditions of The Event, ineligible to participate in all or any part of The Event, neither the participant nor the persons that have pledged or paid donations to the Charity or the participant pursuant to The Event are entitled to a refund of any pledged or paid donation(s).

- **EXCLUSION OF LIABILITY**

If the person wishing to participate in The Event is under the age of 18 years old, this form must be signed by a parent or legal guardian on their behalf. A reference to "I" or "my" in this document includes, where relevant, a reference to a parent or legal guardian signing this document on behalf of an attendee under the age of 18 years.

I declare that my answers overleaf are true and correct and that I have not withheld any information or material that may determine my medical or health suitability to participate in the aforementioned event.

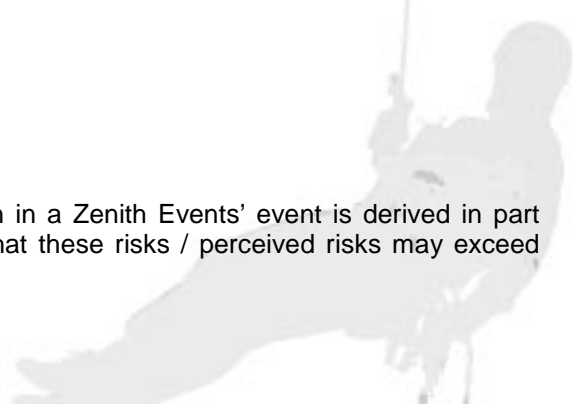
I acknowledge and understand that I am required to provide personal information, including medical information, to Zenith Events Pty Ltd, including its officers, employees, agents and contractors.

I agree that I will not take any legal or illegal substance before or during The Event that may affect my judgement or physical responses during The Event.

I am aware that during my participation in any event arranged entirely or in part by Zenith Events (including its contractors, employees or agents) may entail certain risks or dangers including, but not limited to: - all obvious risks (within the meaning of that term as set out in section 5F of the Civil Liability Act 2002 (WA)) in relation to The Event;

- involvement in physical activity and exertion that I may not be accustomed to;
- bodily injury and/or illness including the potential for permanent disability and death;
- possible equipment failure, malfunction or operator error;
- hazards of participating in activities in the outdoors
- hazards of participating in activities at heights;
- hazards of participating in water based activities
- my own negligence and/or negligence of others; and / or
- difficulties of evacuation if I am injured or disabled.

I acknowledge that the enjoyment and excitement of participation in a Zenith Events' event is derived in part from risks / perceived risks incurred by such participation, and that these risks / perceived risks may exceed those commonly accepted at work or at home.





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I voluntarily assume all risk and danger arising from or relating in any way to my participation in The Event, whether occurring prior to, during or after The Event, including death, personal injury, loss, damage or liability.

Save and except for any liability which cannot be excluded by law, and in consideration of permission being given to participate in The Event, I hold harmless, release and indemnify Zenith Events Pty. Ltd., its officers, employees, contractors and agents from any and all liability, actions, debts, claims and demands of any nature whatsoever, and howsoever and whenever arising, whether direct, indirect, special or consequential arising in any way out of or in connection with my participation in The Event. I understand that by agreeing to this clause, I am releasing claims and giving up substantial rights, including my right to sue.

- **AGREEMENT**

In entering into this agreement I agree and acknowledge that I am not relying on any representations made by or on behalf of Zenith Events, its employees, contractors or agents, but do so only of my own free will.

- **UPDATING THESE TERMS AND CONDITIONS**

Zenith Events may, at any time, and at our sole discretion, modify these Terms and Conditions, including our Privacy Policy, with or without notice to the participants. Any such modification will be effective immediately. Your continued participation in Central Park Plunge following any such modification constitutes your acceptance of these modified Terms.

