



WORKING BEE PARTICIPANT AGREEMENT

It is necessary for each participant involved in the Property Industry Foundation (PIF) Working Bees ('the Event') to read and sign this Participant Agreement which consists of the Conditions of Entry, Assumption of Risk and Statement of Waiver set out below.

Please note that participation in the Working Bee will not be accepted without this signed Participant Agreement.

CONDITIONS OF ENTRY

For all Participants

1. Participants must:

- a) attend the safety briefing relevant to their participation in the Event;(Working Bee)
- b) abide by all instructions given by the House Staff and the PIF Coordinator/ Organisers; and

2. PIF reserves the right to cancel aspects of, or the entire Event/Working Bee in circumstances that place Participants at risk, such as inclement weather. PIF has complete discretion to cancel the Event/Working Bee. No refunds will be made in these circumstances.

ASSUMPTION OF RISK

3. I acknowledge that I will work at the Working Bee to the best of my physical ability and my fitness levels I am responsible for.

4. I acknowledge that participating in the Event may involve a real risk of serious injury or even death from various causes including but not limited to: over exertion; dehydration; holes, rough and uneven ground; medical episode; and accidents with other participants. I acknowledge that it is a condition of participating in the Event that I (and the minor I am responsible for) do so at my (or the minor I am responsible for) own risk.

5. Any guarantee implied by law into this Participant Agreement is expressly excluded to the extent permitted by law, including but not limited to:

- a) any guarantee that the services are provided with due care and skill which would otherwise be implied by virtue of section 60 of the Australian Consumer Law;
- b) any guarantee that the services are fit for a particular purpose which would otherwise be implied by section 61 of the Australian Consumer Law; and
- c) any guarantee that the services will be supplied within a reasonable time which would otherwise be implied by section 62 of the Australian Consumer Law (and any similar statutory warranties).

RELEASE AND INDEMNITY

6. I acknowledge that PIF or the Event Organisers shall not be liable for any direct or indirect loss or damage to me (or the minor I am responsible for) caused by:

- a) death; or
- b) a physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury); or
- c) the contraction, aggravation, or acceleration of a disease; or
- d) 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 me (or the minor I am responsible for):
 - (i) that is or may be harmful or disadvantageous to me (or the minor I am responsible for) or community;
 - (ii) that may result in harm or disadvantage to me (or the minor I am responsible for) or community, arising from PIF's failure to comply with the guarantees that would otherwise be implied by sections 60, 61 and 62 of the Australian Consumer Law.

7. In consideration of PIF accepting my entry (and the entry of the minor I am responsible for) in the Event, I hereby indemnify PIF to the full extent permitted by law against all loss or damage howsoever arising, directly or indirectly, including all loss or damage arising from PIF's failure to comply with the guarantees that would otherwise be implied by sections 60, 61 and 62 of the Australian Consumer Law.



STATEMENT OF WAIVER

8. To the extent permitted by law, I hereby expressly waive all my rights (and the rights of the minor I am responsible for) to sue PIF in respect of death or personal injury arising as a result of participation or involvement in any activities provided by PIF, including without limitation rights to sue PIF or to recover damages, losses or expenses from PIF arising by virtue of sections 60, 61 and 62 of the Australian Consumer Law.

GENERAL ACKNOWLEDGEMENTS

9. I will attend the formal safety briefing prior to the start of the Event, and acknowledge it is my responsibility to listen to and understand the directions given at this briefing.¹

10. I agree that if the Event is cancelled for any reason including, but not limited to, inclement weather or intervention by a Government statutory authority, any participation fee (and the entry fee of the minor I am responsible for) shall be non-refundable.

11. I understand and acknowledge that I am responsible for my own and accept the risks set out in paragraph 12.

12. I authorise and consent to PIF or the Event Organiser's staff and representatives or other medical personal providing medical care or transporting me to a medical facility as considered necessary for my health. I agree to pay all costs associated with medical treatment and transportation for medical treatment.

13. I am fully responsible for the security of my personal possessions at the Event and neither PIF or the Event Organiser is responsible for the replacement of any personal possessions.

14. I consent to the use by PIF of any photograph or image of me taken during the Event for marketing or promotional purposes. I understand that all ownership and copyright in the images will be owned by PIF.²

ACCEPTANCE

I have read and accept the Conditions of Entry, Assumption of Risk, and the Statement Waiver above.

I confirm that the details entered below are true and are that of the individual (or the individual responsible for the minor) submitting this Waiver.

PRIVACY COLLECTION STATEMENT

The purpose of collecting your personal information (or the personal information of the minor you are responsible for) is to enable PIF and the Event Organiser to process your application (or the application of the minor you are responsible for) as a Participant in the Event. Your personal information will not be disclosed to any other party or used in any other way.

¹ PIF staff will ensure that the Event briefing at the beginning will cover safe manual handling procedures.

² If any Event participant wishes to opt out from being included in any event photographs, then they are entitled to withdraw their permission by notifying the Event Manager. PIF staff to offer this option at the event briefing.