

WHES Inc. Volunteer Waiver and Release Form

This document is a legally binding agreement. By signing below, you acknowledge and agree to the terms outlined herein.

PLEASE READ CAREFULLY BEFORE SIGNING.

WARNING: MOTORCYCLE RIDING IS A DANGEROUS RECREATIONAL ACTIVITY – VOLUNTEER AT YOUR OWN RISK.

Event Name *

☐ Event Name (Event Date)

Acknowledgement of Risk

Volunteers acknowledge that assisting at a hard enduro motorcycle event involves significant risks, including but not limited to:

- High-speed motorcycles passing close by.
- Challenging terrain with loose rocks, obstacles, and steep sections.
- Dislodged debris, including rocks and dirt, which may cause injury.
- Actions or inactions of riders, officials, spectators, or other volunteers.
- Unpredictable weather conditions and limited access to medical assistance.
- Equipment failure or improper use.

Volunteers understand that the event environment is inherently hazardous and accept all associated risks.

Liability Release

Release of Claims: To the fullest extent permitted by law, volunteers release WHES Inc., its officers, directors, employees, agents, landowners, event organisers, sponsors, and any related parties from all liability for any injury, death, loss, or damage incurred as a result of volunteering, whether arising from negligence or otherwise.

Indemnity: Volunteers agree to indemnify and hold harmless WHES Inc. and all related parties from any claims, demands, or actions arising out of or related to their volunteer participation in the event.

Volunteer Protections under Law: Volunteers acknowledge that, under the Volunteers and Food and Other Donors (Protection from Liability) Act 2002 (WA), they are generally protected from civil liability when acting in good faith within the scope of their volunteer duties, provided their actions are not negligent or unlawful.

Volunteer Responsibilities

Safety Requirements: Volunteers must:

Follow all instructions from event staff and officials.

Stay in designated safe areas unless otherwise directed.

Remain alert and aware of approaching riders and potential hazards.

Wear appropriate clothing and protective gear as required.

Prohibited Behaviour:

Volunteers must not enter restricted areas or interfere with event operations unless required by their role.

The consumption of alcohol or drugs while volunteering is strictly prohibited.

Any reckless or dangerous behaviour that may put themselves or others at risk is prohibited.

Medical Treatment: Volunteers acknowledge that adequate medical facilities or transport may not always be available and assume all associated risks.

Volunteers are responsible for any medical, hospital, or ambulance expenses incurred during attendance unless covered by event insurance policies.

Photography and Media

Consent to Use: The Volunteer consents to WHES Inc. using photographs, videos, or other media featuring their attendance for promotional purposes. The Volunteer waives any proprietary rights to such media.

Consent to Be Filmed for Evidence: The Volunteer agrees that WHES Inc. may record video footage for safety, compliance, or evidentiary purposes.

Financial Loss

No Compensation: In addition to the provisions under the heading “Liability Release” above, the Volunteer expressly acknowledges that WHES Inc. and its associated parties are not liable for any financial loss, including but not limited to:

Loss of income.

Medical expenses.

Damage to personal property.

The Volunteer agrees not to seek compensation from WHES Inc. for any such losses suffered whatsoever.

General Provisions

Binding Agreement: This waiver binds the Volunteer and their heirs, executors, administrators, and assigns.

Jurisdiction: This agreement is governed by the laws of Western Australia.

Volunteer Declaration:

- ☐ I have read and agree to this waiver. I understand the risks involved in volunteering at this event and accept full responsibility for my participation. *
- ☐ I confirm that I have read and understood all rules and regulations associated with this event and agree to comply with them at all times. *
- ☐ If I am under 18, I confirm that my parent or guardian is aware of and consents to my involvement in this event. *
- ☐ I acknowledge that I have voluntarily agreed to this waiver and have had sufficient opportunity to ask questions and seek legal advice if I wished. *

First Name *

Last Name *

Submit