



## TERMS & CONDITIONS OF PARTICIPATION

### BACKGROUND

Altitude Shift is an event raising monies for “Anglicare Victoria”, “Zenith Events” provides all equipment for and personnel to instruct and manage the abseiling activities at Altitude Shift. The persons that complete the registration process for the Altitude Shift and agree to the terms and conditions of the event are referred to as “Participants”.

### WHO CAN PARTICIPATE

“Participants” must be at least 16 years of age on the dates of Altitude Shift.

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 his / her online Event registration via Everyday Hero
- c. complete and submit the Personal Details and Waiver; and
- d. meet the minimum fundraising requirements of Altitude Shift (unless by arrangement with “Anglicare Victoria”)

### INDIVIDUAL REGISTRATION COST

Each person must, at the time of his / her online Event registration to participate in the Altitude Shift, pay a non-refundable amount of \$150.00

### TEAM REGISTRATION COST

Teams consist of multiple people who register collectively under one “team name” and who each pay a non-refundable amount of \$150.00 per person

### ELIGIBILITY FOR ALTITUDE SHIFT

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 Altitude Shift, in addition to the registration fee, fundraise for or pay a minimum of –

- a. \$850.00 per individual; OR
- b. \$850.00 per team member



“Participants” who do not reach the minimum fundraising target may not be able to participate at the discretion of Anglicare Victoria and Zenith Events. In such circumstance Anglicare Victoria is not required (or obligated) to refund donations received by donors supporting the “Participants”.

### PRIVACY

I grant each of Zenith Events and Anglicare Victoria, and their respective employees, contractors, agents and successors in title authority to use all photographs / videos taken during Altitude Shift for Zenith Events’ and Anglicare Victoria’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 Anglicare Victoria may also use your email address to notify you of upcoming Events.

### PERSONAL RECORDING DEVICES

Helmets are now fitted with vented mounts and brackets for GoPro cameras, thus all you need to do is bring your camera and case on the day. Please note, that any cameras must be official GoPro brand as these are the only type approved for safe use.

### ALTITUDE SHIFT DATE AND LOCATION

Altitude Shift will take place at the St James building, 535 Bourke Street, Melbourne on Friday 29 and Saturday 30 March 2019.

On or before 22 March 2019, 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

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

- a. postpone the event to the contingency date of Sunday 31 March 2019
- b. delay or cancel the event; or
- c. prevent a person or persons from participating in the event.

Further, if Altitude Shift has to be postponed beyond the contingency date for any reason Zenith Events considers 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.

If Altitude Shift 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 Anglicare Victoria, 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 Anglicare Victoria deem the event in part or full to be cancelled for 2019. “Participants” who did not get to participate will be granted early access into Altitude Shift 2020.

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 Altitude Shift’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 Altitude Shift.

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

WAIVER – RISKS and HAZARDS

I agree that:

At all times during Altitude Shift, I will comply with all instructions received from Anglicare Victoria and Zenith Events regarding the event’s abseiling activities and general conduct;

(b) I will not take any legal or illegal substance before or during the event that may affect my judgment or physical response during the event;

(c) I am aware that, during Altitude Shift, I may be exposed to certain risks and hazards including but not limited to:

- I. Physical exertion to which I may not be accustomed;
- II. Extremes of weather and temperature including sudden and unexpected change;
- III. The risks and hazards associated with being around ropes, anchors and other slip or trip causing objects;
- IV. The risks and hazards of participating in activities at height;
- V. The possibility of accident, injury or illness;
- VI. Difficulties of evacuation if I am injured or disabled;

(d) The enjoyment and excitement of Altitude Shift is derived in part from the risks and hazards incurred by my participation in the event and that the risks and hazards of the event may exceed those that I commonly accept at work or at home;

(e) In the event that I suffer an injury or illness whilst participating in Altitude Shift, each of Anglicare Victoria and Zenith Events and their respective employees, contractors and agents have my consent to administer first aid to me, and further, may arrange such medical treatment and emergency evacuation procedures as they consider necessary for my safety.



I acknowledge that I am fit and able to participate in this event. I also confirm that I do not have any underlying health issues that would inhibit me from participating in this event. If I have any or am made aware of any health issues in the lead up to, or during the event, I understand that it is my responsibility to notify the event organisers of the said health condition(s).

I accept all of the above mentioned risks and hazards and the possibility of personal injury, loss or property damage resulting there from, and will hold each of Anglicare Victoria and Zenith Events and their respective employees, contractors, agents and successors in title, free from any and all liability, actions, debts, claims and demands of any nature whatsoever.