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|  | **A screenshot of a cell phone  Description automatically generatedPARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK** |

**MGA Counselling Services Pty Ltd** staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, incorrect information, and the equipment being used might malfunction.

In consideration of the services of **MGA Counselling Services Pty Ltd**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge **MGA Counselling Services Pty Ltd**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor activities in natural areas entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.
2. I acknowledge that instructional material disseminated, presented and/or shown to me as part of my workshop and learning is copyrighted by **MGA Counselling Services Pty Ltd**. I expressly promise not to release, disseminate or otherwise distribute (in written or electronically) any of this copyrighted material to unauthorized third parties. Instructional material not copyrighted by **MGA Counselling Services Pty Ltd** and used during the workshop for teaching purposes may underlie publishing copyrights by other parties.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **MGA Counselling Services Pty Ltd** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **MGA Counselling Services Pty Ltd** equipment or facilities, including any such claims which allege negligent acts or omissions of **MGA Counselling Services Pty Ltd**.
5. Should **MGA Counselling Services Pty Ltd**, or anyone acting on her behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against **MGA Counselling Services Pty Ltd**, I agree to do so solely in the relevant Jurisdiction. I further agree that the substantive law of the State of Victoria shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
8. With your permission, **MGA Counselling Services Pty Ltd** may take photographs of you and your group on this walk and use these photographs in promotional materials which may include social media, website, printed flyers, books and videos and media articles. If you are not comfortable with having photos that include you taken and possible used in these ways, please inform us prior to the start of the walk.
9. I expressly agree and promise to accept and assume all risks associated with transportation, carpooling, ride sharing, that may be required to get from one training location to another as part of this training course.

*By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against* ***MGA Counselling Services Pty Ltd,*** *on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.*

Signature of Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_