

GENERAL WAIVER – VOLUNTEER REGISTRATIONS – GEO BAY SWIM PTY LTD

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

In consideration of your accepting my entry, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release and give up any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, including personal injuries to me or wrongful death against, Yahava KoffeeWorks Cool Water Classic, Quindalup, WA, AU, Recreation and Parks Department, sponsors, volunteers, contractors, subcontractors and their employees, representatives, agents and heirs, which may arise from my participation in the Yahava KoffeeWorks Cool Water Classic on November 10 and/or 11, 2023 or while traveling to or from the event, even if caused in whole or in part by the negligence or other fault of the parties or person or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES. I attest that I am physically fit and sufficiently trained for this strenuous competition. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation. In consideration of this being an amateur event, I release the rights of any and all photographic material, motion picture, video tape, recordings and/or computer information organizers may wish to release for this event without obligation to me.

GEO BAY SWIM PTY LTD REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent.

You represent and warrant to GEO BAY SWIM PTY LTD, operating as GEO BAY SWIM PTY LTD that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"). As used in this Agreement and Waiver, GEO BAY SWIM PTY LTD refers to GEO BAY SWIM PTY LTD and any and all subsidiaries, affiliated entities, or entities that control or are controlled by GEO BAY SWIM PTY LTD singly or together and its officers, employees, contractors, subcontractors and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO

Date: 06/10/2023

CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE GEO BAY SWIM PTY LTD FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

GEO BAY SWIM PTY LTD, OPERATING AS GEO BAY SWIM PTY LTD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE GEO BAY SWIM PTY LTD OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH GEO BAY SWIM PTY LTD OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF GEO BAY SWIM PTY LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF GEO BAY SWIM PTY LTD IS AT YOUR SOLE RISK. GEO BAY SWIM PTY LTD IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GEO BAY SWIM PTY LTD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. GEO BAY SWIM PTY LTD, operating as GEO BAY SWIM PTY LTD makes no warranty that the GEO BAY SWIM PTY LTD sites' services will be uninterrupted, secure or error free. GEO BAY SWIM PTY LTD does not guarantee the accuracy or completeness of any information in, or provided in connection with, the GEO BAY SWIM PTY LTD sites. GEO BAY SWIM PTY LTD is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the GEO BAY SWIM PTY LTD sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification.

You agree to indemnify and hold each of GEO BAY SWIM PTY LTD harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of GEO BAY SWIM PTY LTD or the violation of any term of this Agreement and Waiver.

5. Applicable Law; Consent to Jurisdiction.

The GEO BAY SWIM PTY LTD sites (excluding linked sites) are controlled by GEO BAY SWIM PTY LTD from the state of Western Australia, Australia. By completing this event registration, both you and GEO BAY SWIM PTY LTD agree that the statutes and laws of the state of Western Australia, Australia, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, or other use of the GEO BAY SWIM PTY LTD sites. You agree that exclusive jurisdiction for any dispute with GEO BAY SWIM PTY LTD resides in the courts of the state of Western Australia, Australia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Western Australia, Australia in connection with any dispute including any claim

Date: 06/10/2023

involving GEO BAY SWIM PTY LTD or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the state of Western Australia, Australia and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

7. Individual Registrant.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

8. Multiple Registrants.

BY INDICATING ACCEPTANCE OF THIS AGREEMENT AND WAIVER, ALL REGISTRANTS IN THIS TRANSACTION ARE AFFIRMING THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. ALL REGISTRANTS UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. ALL REGISTRANTS ACKNOWLEDGE THAT THEY ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY THEIR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

9. Photo Video Release.

By participating in this event, you will be taking part in activities where photography, audio, and video recording may occur. By registering for this event, you consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Event Manager, its affiliates and representatives, and GEO BAY SWIM PTY LTD. Images, photos and/or videos may be used to promote similar events in the future. You release the Event Manager including its officers and employees, GEO BAY SWIM PTY LTD including its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By participating in this event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Event Manager, or the person or entity designated to do so by the Event Manager. You have been fully informed of your consent, waiver of liability, and release before participating in this event.

Date: 06/10/2023