



**DEED OF RELEASE – FUNDRAISERS**

In relation to any fundraising event (**Event**), for and on behalf of Flinders Foundation Inc (**Flinders Foundation**) of Flinders Drive, Bedford Park SA 5042 and its partners, agents, employees, associates, affiliated companies, or contractors, I, the undersigned, acknowledge and agree that:

- 1. I have read and understood the 'Community Fundraiser Legal Information' and 'Terms and Conditions of Fundraising' documents, and any other document provided to me about the Event;
- 2. Any services supplied to me or products purchased by me in connection with the Event are subject to the terms and conditions of the provider of the services or products which may be changed by those providers;
- 3. Flinders Foundation, and any person on Flinders Foundation's behalf, have not given any warranty or made any representation to me regarding any such services or products purchased by me in connection with the Event; and
- 4. To the extent permitted by law and without limiting any document referred to in clause 1, I release Flinders Foundation from any liability, damage, loss, cost, claim or expense (including legal expense) suffered (directly or indirectly) by me arising out of or in connection with the Event, including:
  - 4.1 dangers and risks inherent in activities similar to the Event;
  - 4.2 accident, illness, personal injury or death;
  - 4.3 inadequacy of, delay in, change or variation to, or failure in the provision of any services or products in connection with the Event;
  - 4.4 events beyond the direct control of Flinders Foundation including acts of God, civil disturbances and war, natural disasters, risks inherent in travel including by boat, automobile, cycle, train, ship, aircraft or any other means of travel, limited or restricted access to medical facilities or transportation or means of rapid evacuation and assistance, terrorist activities, social or labour unrest, mechanical, construction or equipment failures or difficulties, diseases, local laws, or weather conditions
  - 4.5 any statutory or regulatory obligation in connection with the Event; and
  - 4.6 acts or omissions of Flinders Foundation, including negligence and breach of contract.

I have read and fully understand the provisions and the legal consequences of this document and I acknowledge that I have had the opportunity to seek legal advice in relation to this document. I agree that this document is governed by the laws of South Australia. Signed as a deed:

**Signed by:**

**In the presence of:**

.....  
Signature of participant

.....  
Signature of witness

.....  
Name of participant

.....  
Name of witness

.....  
Date

.....  
Date

If you are under 18 years of age please have a parent/guardian sign this form on your behalf.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name of adult parent/guardian: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **Flinders Foundation Privacy Statement**

Flinders Foundation will use your information to process donations, send you receipts and keep you updated about what we do. We will not rent, sell or exchange your information without your direct consent. Please do not hesitate to give us call on (08) 8204 5216 or visit our website for more details.