

# AUSTRALIAN HUNTERS CLUB

## DEED OF ASSUMPTION OF

### Australian Hunters Club (AMELPA PTY LTD)

As of APRIL 20, 2023.

**DECLARATION AND RELEASE OF LIABILITY** Hunting and shooting sports are adventurous recreational activities, which include the use of firearms and other weapons, these activities are dangerous and contain obvious risks, including but not limited to:

- I may be injured, physically or mentally, disabled, impaired or killed;
- My personal property may be lost, stolen or damaged;
- Other persons participating in such activity may cause me injury or may damage my property;
- I may cause injury to other persons or damage their property;
- The conditions in which the activities are conducted may vary without warning;
- Equipment may fail;
- I may become dehydrated;

- I may become lost;
- There may be no or inadequate facilities for treatment or transport of me if I am injured.

I agree to follow all local, state and federal laws as well as rules, regulations, policy and codes of practice surrounding my use of a firearm and or hunting and related activities.

**Assumption of Risk** In consideration of my participation, I understand that I, and each participant in the activities, will be engaging in activities involving a real and obvious risk of serious injury (including personal injury), disability, impairment or even death from various causes associated with the abovementioned risks.

I voluntarily accept all risks necessarily flowing from participation in such activities, which could result in loss of life or injury (including personal injury).

I voluntarily accept all risks necessarily flowing from participation in such activities, which could result in property damage (including personal property damage) and will bare associated costs.

Australian Hunters Club (AMELPA Pty Ltd) Liability Release, Waiver and Indemnity I hereby completely and unconditionally release Australian Hunters Club and all persons or corporations associated directly or indirectly with the conduct of activities, including servants, agents, representatives and/or officers of any of them, from all claims, demands and proceedings, legal or otherwise, made by me or on my behalf, arising out of my participation and hereby indemnify, hold harmless and will not sue them against all liability (including liability for the negligence and/or willful acts of them or others) for all injury (including personal injury), death, loss or damage arising out of or connected with my entry onto the field and/or participation in the activities.

This release and indemnity is to continue forever, and binds my heirs, executors, personal representatives and assigns. I hereby waive all and any rights or causes of action which I may otherwise have arising out of any loss of life, injury (including personal injury), damage or loss or any description whatsoever which I may suffer or sustain in the course of, or as a consequence of my participation in activities.

**Equipment and Facilities**, I agree that I will immediately advise the Australian Hunters Club of any unsafe condition that I have observed. I will refuse to participate in the activities until all unsafe condition/s observed by me have been remedied or removed. I acknowledge that reasonable safety precautions will be undertaken by Australian Hunters Club such as risk reporting, review and management, but such are a service to me and other participants and not a guarantee of my safety.

**Protective Equipment**, As a participant I hereby agree to wear safety eyewear and hearing protection at all times whilst I am taking part in the activities and/or in an area where signed or as otherwise advised.

**Physical Fitness**, I certify that I am physically fit to participate in the activities in which I will be participating and have not been advised otherwise by a medical practitioner. I do not have any possibly relevant pre-existing medical or physical conditions which have not been disclosed to the Australian Hunters Club of Australia. I understand that it is a condition of participation that I have a duty to disclose to Australian Hunters Club any relevant pre-existing medical or physical conditions and my silence regarding the issue will be relied upon by them as a positive indication that I am physically fit to participate in the activities.

**Medical Treatment**, I consent to receiving any first aid or medical treatment that Australian Hunters Club of Australia considers reasonably necessary during or after the activities.

**Personal Property** I hereby acknowledge that I have the sole responsibility for my personal property.

**Name and Likeness Release**, I understand that whilst participating in the activities I may be photographed or videoed. I hereby grant permission to Australian Hunters Club to use my name, image and likeness in direct connection with the activities for promotional broadcasting or reporting purposes in any and all manner and media.

**Legally Binding Nature**, I acknowledge the terms and conditions of this document are contractual in nature, are intended to have legal effect and are not a mere warning or recital. Before signing this document, I have read and understood and know it affects my legal rights.

**Free Will**, Australian Hunters Club is not responsible for my decision to participate in the activities and I was not induced by Australian Hunters Club to do so. I am signing this Agreement of my own free will.

**Ongoing Effect**, I understand that this Agreement will continue in operation until such time as Australian Hunters Club terminate it or the Agreement is terminated by law.

**Severability**, If any provisions of this Agreement should be judged invalid, unlawful or unenforceable for any reason by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provisions or provisions would substantially alter the intentions of the parties, expressed or implied) will not effect the operation, construction or interpretation of any other provisions of this Agreement to the extent that the invalid or unenforceable or illegal provisions will be treated for all purposes severed from this Agreement.

**Variation of Agreement**, No waiver or modification of or addition to this Agreement of any party or any provisions of this Agreement shall be binding. The failure of either party to take advantage of any default or violation of the covenants or conditions of this Agreement on the part of the other shall not constitute a waiver thereof or relinquishment of the right to require strict performance by the other party. This Agreement supersedes all prior representation, arrangements, understanding and agreements between Australian Hunters Club and I relating to the subject matter hereof and sets forth the entire, complete and exclusive agreement and understanding between us relating to the matters to which this Agreement relates.

**Pleading**, I agree and acknowledge the terms of this Agreement may be pleaded as an absolute bar and estoppel by Australian Hunters Club incidental to any and all claims arising by it, whether under statute, common law or of a contractual nature in relation to the matters covered by this Agreement. Jurisdiction This Agreement is governed by the Laws of the State of Victoria. Each party irrevocably submits to the nonexclusive jurisdiction of the State of Victoria.