

# Activity Waiver Form

This Activity Waiver Form (this “waiver”) dated 19<sup>th</sup> December 2025

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged. I “the participant” agree with NeuroEndocrine Cancer Australia “the donation recipient” and Sandi Smyth “the Fundraiser” to the following:

## Details of Activity

Scheduled for 3<sup>rd</sup> March 2026, the Participant will be participating in the following activities: Full moon dip at Sharknet Beach (“the Activity”) provided by Fundraiser

## Consideration

Being of lawful age and in consideration for being permitted to participate in the Activity, the Participant releases and forever discharges the Donation Recipient and the Fundraiser, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to the person or property, including injury resulting in the death of the Participant which has been or may be sustained as a consequence for the Participants participation in the Activity, and notwithstanding that such damage, loss, or injury may have been accused solely or partly by the negligence of the Donation Recipient or Fundraiser.

The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

## Concurrent Release

The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Donation Recipient and Fundraiser and with the intention of binding its owners, directors, officers, agents, assigns, legal representatives, and successors.

## Fitness to Participate

The Participant acknowledges to the Donation Recipient and Fundraiser that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

## Full and Final Settlement

The participant acknowledges and agrees with the Donation Recipient and Fundraiser that: (1) the Donation Recipient and Fundraiser has given the Participant sufficient time to carefully read this Waiver. (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to clicking the box to sign this waiver. (3) the Participant full

understands the risks and claims that the Participant is waiving to participate in the Activity (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Donation Recipient and Fundraiser for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

#### **Governing Law**

This Waiver will be governed by and construed in accordance with the laws of New South Wales.

If you agree to all terms set out in this Activity Waiver please click the "I agree to this Activity Waiver" tick box on website.

***Thank you for your kind donation to NeuroEndocrine Cancer Australia***