



# TRARALGON COLLEGE

GROWING TOGETHER AS ADAPTABLE, CONFIDENT, SUCCESSFUL LEARNERS AND CITIZENS

Wednesday 23 October 2013

## RE: Boot Camp – The Stampede – THIS SATURDAY

Dear Parents/Guardian

The final countdown is well and truly on, with less than three days to go!

Thank you all for getting your payments and forms in (generally very promptly!). We have 17 students competing in two teams, which is a great turn out.

**Red Team:** Compete in the morning & Volunteer 12:00pm to 5:00p,  
**Blue Team:** Volunteer 7:30am - 1:00pm and compete in the afternoon.

All students are required to work their volunteer shift. This is a great opportunity to experience the officiating side of such an event and was a condition of receiving an **\$80.00** discount on the entry fee. Students who do not complete their shift (or turn up on the day will be charged \$80.00). All volunteers receive a free event t-shirt. At this stage all students will be working on one of the water stations together for both the Red and Blue teams.

These shifts do start a little earlier than anticipated so we will have an early start:

### Transport Arrangements - Mini Bus:

**Departure:** 4:30am Traralgon College Bus Area - Senior Campus

**Return:** 7:00pm Traralgon College Bus Area - Senior Campus

Student Requirements before the day:

- Read the **Participant Guide**
- Read the **Volunteer Guide** and Induction Information
- Know (write down and bring) their **Bib Number** (eg. 8276)
- Read and Sign the attached agreement / **waiver forms** - and get parents/guardians to do so and **return directly to me (Mark Seijbel)**.

Both guides have been emailed to students and are available on the class blog. Bib Numbers have been emailed to students - or they can come and see me.

On the day students should bring:

- Hat, sunglasses and sunscreen
- Water
- Comfortable pants & enclosed shoes such as joggers
- You will be provided with a Stampede Volunteer shirt to wear and keep
- Light rain jacket, small back pack and a chair (optional for your own comfort)
- Any forms or waivers not returned previously.
- Snacks (Fruit, Musli Bars...), packed Lunch and/or money for additional food and merchandise. I have been informed some food will be provided (probably a salad roll)- but this would not be enough for the length of time we will now be away for.

More information about The Stampede (including full list of obstacles), Participant and Volunteer Guides can be found on our class blog at <http://tcfit.global2.vic.edu.au> . Parents are welcome to attend. Please contact me if you are interested. There is room on the bus!

If you have any concerns, questions or suggestions, please do not hesitate to contact me at seijbel.mark.m@edumail.vic.gov.au .

Yours Faithfully

**Mark Seijbel**  
Class Teacher

**Sue Coffey**  
Senior Campus Principal





The Stampede Volunteer Agreement and Induction comprises of general terms and conditions, waivers, site and general safety rules, emergency protocols and procedures, event information and the participant disclaimer. Upon signing the Volunteer Agreement you accept and acknowledge your full understanding and compliance with all conditions and information below.

### **Agreement, waiver, release of claim, ordinary negligence, warning of risk and assumption of risk**

This document has important legal consequences and may limit or eliminate the ability of you or your representatives to bring future legal actions or obtain compensation, including in the event of your injury or death. It is condition of entry into and participation in The Stampede that you accept these conditions. If you do not accept all of the below conditions, you must not enter or volunteer for The Stampede.

In consideration of being allowed to volunteer at The Stampede, I agree (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):

1. to the maximum extent permitted by law, agree that Valley Stampede Pty Ltd including its affiliates and their respective directors, officers, employees, agents, events sponsors, contractors, suppliers, community organisations, all State, Federal and Local Government authorities in which jurisdiction the event may be staged and the owners, licensees or occupiers of any property which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personnel, shall not be liable to any person whether in contract, tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by me, whether consequential, direct or indirect, caused by or connected with my participation in the activity (collectively referred to as the harm), including harm suffered by me due to any persons negligence.
2. to irrevocably indemnify, defend and hold harmless the persons or entities mentioned in section 1 from any and all liabilities, claims or actions (including for negligence and inherent risks) whatever or however caused, arising as a result or in connection with, directly or indirectly, my participation in and travelling to and from the event.
3. to acknowledge and accept that The Stampede is a hazardous activity that takes place in a dangerous and hostile environment. The event is an inherently dangerous activity that represents a significant risk of physical injury or harm, which will involve all manner of extreme obstacles and activities (both natural and manmade), including but not limited to climbing, rope swings, running, swimming, extended submersion under water, mud and water activities, being exposed to electric shocks and other obviously or inherently risky activities (Dangerous Activities). The environment, the activities, and the competitive efforts of the participants can put volunteers at risk of serious injury. I am aware of the hazards and inherent risks involved with volunteering at The Stampede, which due to the nature of the event include (but are not limited to), contact or collision with persons or objects, motor vehicles, machinery and natural or man-made fixed objects or obstacles, pedestrian traffic, actions of participants and spectators, weather conditions, animals and wildlife, heat exhaustion, personal injury, slippery and uneven surfaces, breakages or defects in the event site or equipment, the failure or unsuitability of equipment (including my own), inadequate first aid and/or emergency measures. I further acknowledge and accept that injury (Minor, Serious or Catastrophic) may result not only from my actions (including physical exertion) but also from the actions, omissions or negligence of other people in connection with the Stampede and from other risks not specifically named above. Common minor injuries include, but are not limited to; scrapes, bruises, sprains, nausea, and cuts. Less common serious injuries include, but are not limited to; property loss or damage, broken bones, torn ligaments, exposure, heat-related illness, mental stress or exhaustion, infection, and concussion. Rare catastrophic injuries can include permanent disabilities, spinal injuries, and paralysis, stroke, heart attack and even death.
4. I understand fully the inherent risks of a volunteer for The Stampede event. I have read the preceding section and acknowledge that I know, understand, and appreciate the risk of being a volunteer. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses or expenses that I incur as a result of my presence at The Stampede event. In short, I acknowledge that I am participating in The Stampede event entirely at my own risk.
5. I warrant I have sufficient and necessary competence, experience and equipment to participate in all aspects of The Stampede in a manner safe to myself and others. I acknowledge that further risks of volunteering at the event include, but are not limited to, the remoteness of the event from medical aid and professional assistance.
6. I accept that in the event of an injury of illness that renders my unconscious or incapable of making medical decisions, I authorize appropriate Valley Stampede personnel and emergency medical personnel at the event to make medical decisions on my behalf (including but not limited to CPR and AED). I further authorize Valley Stampede to secure necessary emergency medical care or transportation and I agree to assume all costs of emergency medical care and transportation.
7. I hereby forever waive, release, covenant, not to sue and discharge Valley Stampede Pty Ltd including entities and persons mentioned in section 1 from any and all claims, actions, suits, demands, losses and other liabilities of any kind resulting from the ordinary negligence of Valley Stampede Pty Ltd that I may have arising out of my presence at The Stampede event.
8. I assert that this Agreement is intended to be as broad and inclusive as is permitted by Victoria that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.
9. I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at the event. I agree that I am solely responsible for my personal possessions and equipment before, during and after the event.
10. I accept the event policies relating to communications, search, rescue and medical aid arrangements and all other policies published by the organisers and each of which will be made available on my request.
11. I understand that the organisers reserve the right to alter the advertised course, close or withdraw obstacles, to postpone, reschedule or cancel the event at the organisers sole discretion, including for the following reasons: if natural or man-made emergencies make administering the event unreasonable due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason (at the organisers sole discretion), and that my entry fee will be non-refundable.
12. I certify that I am not, and on the date of the event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely volunteer at the event.
13. I agree to act appropriately at all times at the event, including obeying all laws, regulations, instructions, decisions, event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, in the opinions of the organisers, I have broken these rules, any law or regulation or brought the event into disrepute or if my behaviour endangers the safety or negatively impacts on another person, facility, or property of any kind or type. I further understand that the organisers reserve the right to reject any entry without having to justify or give reasons for their actions.
14. I grant permission to Valley Stampede Pty Ltd (and its affiliates or contractors) to record and photograph my involvement in the event (the Recordings) and to use such Recordings (including all content on those Recordings) in any media and for any purpose without my consent or crediting me and without payment and/or compensation to me. The Recordings are the sole property of Valley Stampede Pty Ltd to use for any purpose, including but not limited to promoting, advertising and marketing activities. To the extent I may own the Recordings or any content in the Recordings, I hereby assign the Recordings and such content to Valley Stampede Pty Ltd.

I have read and fully understand the terms of the above information, warning of risk, assumption of risk, waiver of liability, indemnification and release of claims. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and

intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Valley Stampede if the INHERENT RISKS of the activity, to the greatest extent allowed by law.

## **Terms and Conditions**

1. You have registered as a volunteer for The Stampede and agree to abide by the rules and regulations specified on the volunteer waiver above
2. It is the responsibility of the volunteer to sign on at the start of their shift and sign off at the end of their shift.
3. Refunds of the 5km ticket price, fees and camping will occur within 2 weeks after the event. To be eligible for the refund, the event organiser will use the sign on/off sheets as evidence of volunteering at the Stampede. If the sheets have not been filled in then the event organiser will assume that the person has decided not to volunteer and has run the race and no refund will be made. If a volunteer does not sign on/off, arrives late or leaves early, thus not completing their shift, The Stampede at its complete discretion will assess full, partial or nil reimbursements on a case by case basis.
4. If a volunteer registers and pays for the 10km race, only the cost of the 5km race and relevant fees will be refunded. (a difference of \$20.00)
5. Any volunteer that cannot make it on the day for any reason must contact the event organiser by phone to cancel. It will be at the discretion of the event organiser as to whether any refund of fees is made.

## **General Site Safety Rules & Induction**

The following information is the minimum site safety rules to be adhered to while you are undertaking your work on behalf of The Stampede at the Stampede Event (Victoria) – Wandin North. A signed copy of this document will be retained by The Stampede. All work must be conducted in a manner which complies with all legislative and event safety requirements. It is the responsibility of all persons entering the site to operate with due care and consideration to safeguard their own health and safety as well as others. The Stampede Management and their delegated representatives retain the right to issue direction to any persons working in connection with the event to immediately cease work until it can be resolved. All personnel must obey such directions.

**Drugs and Alcohol** – Working personnel are not to enter or remain onsite if they are adversely affected by alcohol or drugs. Persons found to be affected by drugs or alcohol will be asked to leave the site immediately.

**Smoke Free Workplace** – All structures and buildings within the Wandin site are no smoking zones. Smoking is not permitted in any buildings under the control of The Stampede or its affiliates. This includes offices, buildings, meeting rooms, back of house areas, marquees, toilets and staff rooms or any enclosed workspaces.

**First Aid** - All matters relating to an injury or accident must be reported immediately to the Event Control Centre (ECC) via phone or radio. First aid resources are on site and will be sent to incident sites as required. Make yourself familiar with the first aid posts throughout the site.

**Incident and Hazard Reporting** – All hazards or incidents involving an injury that requires a level of response greater than minor first aid (ie; broken bone, significant cuts, stitches, loss of consciousness, transportation required) or property (structural) damage must be immediately reported to the ECC. Ensure you request someone to attend to complete an incident report. If the task or area poses a serious and immediate threat, cease all work and operations, make the area safe or move to a safe location.

**Sun Awareness (UV)** - All personnel are responsible for ensuring adequate sun protection. This includes wearing a hat, sun glasses and sun screen at all times while under direct sun light. Keeping adequately hydrated is also important. Sun screen can be accessed via the Volunteer Tent.

**Extreme Temperatures** – Wandin North and surrounds are known for extreme temperature variations and consideration should be given to wearing suitable clothing to protect from extreme conditions.

**Housekeeping** – All areas must be kept clean and free of slipping and trip hazards at all times. As reasonably practicable, electrical leads from equipment must be kept off the ground. Ensure good housekeeping so that litter does not accumulate to increase the danger of fire or trip hazards.

**Personal Protective Equipment** - All personnel working/volunteering on site at the Stampede event are to wear event clothing and appropriate personal protective equipment if required, relative to the works being undertaken. ie; UV protective clothing, eye and hearing protection, gloves etc.

I acknowledge these Site Safety Rules and agree to comply with them. I also undertake to abide by, these rules as well as any other rules, or directions issued by management or safety representatives from time to time.

I agree that nothing in this document shall limit or affect any of my existing obligations and responsibilities (whether they be at law, pursuant to statute, contract with The Stampede or any third party, or otherwise) which I acknowledge also apply to my activities on-site in connection with the event.

**Emergency Procedures - Each zone on the site has a specified area supervisor (warden) in case on an emergency. Check with the Volunteer Coordinator or the ECC as to who your warden is. Know your way to each of the emergency assembly/exit points. The primary Emergency Assembly area is Evacuation Assembly Area A, which is closest to the event hub and illustrated in the map below. In case of an emergency, make your way to this area, unless you are informed of an alternate via official means. If you have a radio, in case of emergency, listen for further instructions and only speak if you have important information to discuss.**

**In the event of emergency, please ensure that the Event Command Centre is aware of the situation, remain calm, and await instructions. If the emergency is life threatening, please dial 000 immediately and then alert the ECC and/or The Stampede Management Representative.**

**Do not hesitate to notify the Stampede Management regarding any situation you are unsure of. If you don't have a radio report any problems / incidents to someone who does and they will alert the appropriate person. This includes any situation you think may be potentially dangerous.**

**It is not the responsibility volunteers to combat emergencies. In the event of an emergency you must follow the instructions of the Warden in your area. All Emergency Services out rank staff. Should they give you a direct order you should carry out the order. Confirmation from Management is not required.**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# PARTICIPANT WAIVER FORM



THE STAMPEDE Pty Ltd. ABN: 80 119 494 192  
69 Cooks Rd, Glenworth Valley NSW 2250 | Ph: 02 4375 1222  
Fax: 02 4375 1195 | www.thestampede.com.au

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone** \_\_\_\_\_

**(H):** \_\_\_\_\_ **Phone (M):** \_\_\_\_\_ **Emergency Contact Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

- I understand that, by signing below, I am legally agreeing to all of the following statements in exchange for being permitted to participate in The Stampede.
- I acknowledge and accept that participating in The Stampede is an inherently and obviously dangerous activity that represents a significant risk of physical injury or harm, which will involve all manner of extreme obstacles and activities (both natural and man made), including but not limited to **climbing, rope swings, running, swimming, extended submersion under water, mud and water activities, running amongst cows, being exposed to electric shocks and other obviously or inherently risky activities (Dangerous Activities).**
  - I understand and agree that participation in the Dangerous Activities that comprise the Stampede, separately and cumulatively, constitute an inherently risk activity under the *Wrongs Act 1958* (Vic) and that participation in The Stampede involves a significant risk of physical or mental harm or injury (including permanent disability and/or death). I also acknowledge and agree that Valley Stampede Pty Ltd's organisation and provision of The Stampede and the Dangerous Activities constitutes "a supply of a recreational service" under the *Australian Consumer Law and Fair Trading Act 2012* (Vic). I am aware of the hazards involved in participating in The Stampede, which due to the nature of the event include (but are not limited to), **vehicle and pedestrian traffic, actions of participants and spectators, weather conditions, animals and wildlife, hypothermia, heat exhaustion, personal injury, slippery and uneven surfaces, breakages or defects in the event site or equipment, or the failure or unsuitability of a participant's equipment (including my own).** I acknowledge and accept that injury may result not only from my actions (including physical exertion) but also from the actions, omissions or negligence of other people in connection with The Stampede.
  - I warrant I have sufficient and necessary competence, experience and equipment to participate in all aspects of The Stampede in a manner safe to myself and others. I acknowledge that further risks of participating in the event include, but are not limited to, the **remoteness of the event from medical aid and professional assistance.**
  - I understand that I am strongly advised to consult a medical practitioner prior to participating in The Stampede, especially if I am pregnant, disabled, or have recently suffered any illness, injury or impairment. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained (including being able to swim 50 meters) to safely participate in The Stampede, and I undertake to withdraw from The Stampede and not participate if on the date of the event I am not in good health and proper physical condition. I warrant that I have no physical, medical or mental conditions of which I am aware or should be aware that would affect my ability to safely participate in The Stampede, or that would result in my participation creating a risk of danger to myself or others, which is greater than the risk assumed by a healthy person of a similar age as me. I further warrant I have not been advised or cautioned by a medical practitioner not to participate in the event.
  - I understand and agree that in the first instance I am responsible for the provision of first aid to myself and those around me. I am responsible for my and my team's timely removal from the course to a medical facility, if needs be. I also give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of accident, injury and/or illness as a result of my involvement in The Stampede.
  - I acknowledge that Valley Stampede Pty Ltd is not the owner of the event site, which may include public land, and understand and agree that the owner of the event site owes no duty of care or contractual obligations to me.
  - I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at the event. I agree that I am solely responsible for my personal possessions and equipment before, during and after the event.
  - In consideration of being allowed to participate in The Stampede, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):
    - to the maximum extent permitted by law, agree that Valley Stampede Pty Ltd including its officers employees, agents, events sponsors, volunteers, community organisations, all State, Federal and Local Government authorities in which jurisdiction the event may be staged and the owners, licensees or occupiers of any property which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personnel shall not be liable to any person whether in contract, tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by me, whether consequential, direct or indirect, caused by or connected with your participation in the activity (collectively referred to as the "harm"), including harm suffered by you due to any person's negligence.
    - irrevocably indemnify and hold harmless the persons or entities mentioned in paragraph 8.(a) from any and all liabilities, claims or actions (including for negligence) whatever or however caused, arising as a result or in connection with, directly or indirectly, my participation in and travelling to and from the event, including any claim by my (or my team's) support crew or any person assisting me or my team.
  - I accept the event policies relating to communications, search, rescue and medical aid arrangements and all other policies published by the organisers and each of which will be made available on my request.
  - I understand that the organiser's public liability insurance is limited and does not (and is not required by me to) cover or protect me from any injury or damage I cause, whether to me or to others, or any loss I sustain or caused by me whilst participating in the event (and before and after the event) and I am strongly advised to obtain, and I remain responsible for obtaining, my own insurances and cover (including full private health insurance and adequate income protection insurance).
  - I understand that the organisers reserve the right to alter the advertised course, close or withdraw obstacles, to postpone, reschedule or cancel the event at the organiser's sole discretion, including for the following reasons: if natural or man-made emergencies make administering the event unreasonable due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason (at the organiser's sole discretion), and that my entry fee will be non-refundable.
  - I agree to act appropriately at all times at the event, including obeying all laws, regulations, event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, in the opinions of the organisers, I have broken these rules, any law or regulation or brought the event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify or give reasons for their actions.
  - I grant permission to Valley Stampede Pty Ltd (and its affiliates or contractors) to record and photograph my involvement in the event ("**Recordings**") and to use such Recordings (including all content on those Recordings) in any media and for any purpose without my consent or crediting me and without payment and/or compensation to me. The Recordings are the sole property of Valley Stampede Pty Ltd to use for any purpose, including but not limited to promoting, advertising and marketing activities. To the extent I may own the Recordings or any content in the Recordings, I hereby assign the Recordings and such content to Valley Stampede Pty Ltd.

## WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5

**I have read and fully understand the above important information, warning of risk, assumption of risk, waiver and release of claims.**

SIGNATURE

DATE

## Only complete this section if you are a parent of a participant under the age of 18

I, the parent/guardian of the above named participant, hereby grant my permission for the participant to participate in The Stampede and the event. I have carefully read and understand, accept and agree to the terms on this Participant Waiver and have explained its terms to the participant and warrant that the participant understands and accepts the terms of this Participant Waiver. I agree to the terms on my own free act and deed.

PARENT/GUARDIAN NAME (printed)

PARENT/GUARDIAN SIGNATURE

DATE