



Wellington Culinary Events Trust Inc Liability Waiver - Beervana

INTRODUCTION

- A. Beervana is organising the Event, and you wish to participate in the Event as a volunteer.
- B. As part of your application to become a volunteer of the Event, you are required to agree to the terms set out in this Wellington Culinary Events Trust Inc Liability Waiver.

1. DEFINITIONS

Associates means those parties involved in the preparation, management and occurrence of the Event, including the sponsors, advertisers, organisers, administrators, stallholders, other volunteers, and owners and/or lessees of premises and equipment used to hold the Event.

Beervana means Wellington Culinary Events Trust Inc.

Event means the Beervana Festival 2025, to be held at Sky Stadium in Wellington from Thursday, 21 August 2024, until Sunday 24 August 2025..

Volunteers means those persons who are volunteers of the Event.

2. CONFIRMATION AND ACKNOWLEDGEMENT

- 2.1 You irrevocably grant Beervana the exclusive right to use your likeness or image in connection with the Event, including for promotion and advertising of the Event.
- 2.2 You acknowledge that you will receive no compensation in return for participating in the Event as a volunteer.

3. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

- 3.1 You acknowledge and fully understand that, as part of your participation in the Event, you may be engaged in activities that involve the risk of:
- (a) injury, disability and/or death; and
 - (a) economic loss, should injury, disability or death occur.
- 3.2 You acknowledge that the risks identified in clause 3.1 might arise as a result of your or another's actions, inactions or negligence, breach of contract, or the condition of the premises. You further acknowledge that there may be other risks not known or not reasonably foreseeable at this time.
- 3.3 You assume all of the risks stated in this clause 3 and accept responsibility for the consequences following such an injury, disability or death regardless of how it might arise.
- 3.4 You acknowledge that if you attend your free session but do not work at your allotted volunteer session, you will be charged full price for a general admission ticket.

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4. WAIVER AND RELEASE OF LIABILITY

- 4.1 To the maximum extent permitted by law, you:
- (a) release Beervana and the Associates from all liabilities;
 - (b) waive any rights to sue or otherwise recover from Beervana and the Associates; and
 - (c) agree to indemnify Beervana and the Associates from and against any and all liability arising from all injuries, losses, damages, expenses, demands, actions and causes of action of whatever kind or nature, which arise as a result of your participation in the Event, or any involvement in other matters or activities relating to the Event.

5. CONTRACTS (PRIVITY) ACT 1982

- 5.1 For the purposes of the Contracts (Privity) Act 1982, you acknowledge that this Wellington Culinary Events Trust Inc Liability Waiver is made for the benefit of the Associates and is enforceable by any of them.

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