IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMON LAW DIVISION
GROUP PROCEEDING LIST

No S ECI 2023 00969

BETWEEN:

JARAD MAXWELL ROOKE

Plaintiff

and

AUSTRALIAN FOOTBALL LEAGUE (ACN 004 152 211)

First Defendant

and

GEELONG FOOTBALL CLUB (ACN 005 150 818)

Second Defendant

and

HUGH SEWARD & ORS (named in the schedule)

First Third Party

SECOND DEFENDANT'S THIRD PARTY NOTICE

Date of document: 18 September 2025

Filed on behalf of: The Second Defendant

Prepared by:
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To: The First Third Party

Of: 24 Buckland Avenue, Newtown, Victoria 3220

To: The Second Third Party

Of: 28 Dundas Place, Albert Park, Victoria 3206

To: The Third Third Party

Of: 41 Beaufortia Gardens, Hay, Western Australia 6333

To: The Fourth Third Party

Of: 455 Middle Road, Pearcedale, Victoria 3912

To: The Fifth Third Party

Of: 4 Nelson Road, Point Lonsdale, Victoria 3225

To: The Sixth Third Party

Of: 39 Sharp Street, Newtown, Victoria 3220

To: The Seventh Third Party

Of: 6a Logans Beach Road, Warrnambool, Victoria 3280

To: The Eighth Third Party

Of: 4 Corsair Way, Torquay, Victoria 3226

To: The Ninth Third Party

Of: Suite 1, 243 New Street, Brighton, Victoria 3186

To: The Tenth Third Party

Of: 11 Retreat Road, Newtown, Geelong

To: The Eleventh Third Party

Of: Level 4/24-250 Collins Street, Melbourne, Victoria 3000

To: The Twelfth Third Party

Of: 11/1 Barnet Way, Richmond, Victoria 3121

TAKE NOTICE that the plaintiff has brought this proceeding against the second defendant for the claim set out in the writ and amended statement of claim served herewith.

AND TAKE NOTICE that the second defendant disputes the plaintiff's claim on the grounds set out in the second defendant's defence served herewith, and claims to be entitled to relief against you on the grounds set out in the statement of claim indorsed on this notice.

IF YOU INTEND TO DISPUTE the plaintiff's claim against the second defendant, or the second defendant's claim against you, **YOU MUST GIVE NOTICE** of your intention by filing an appearance within the proper time for appearance stated below.

YOU OR YOUR SOLICITOR may file the appearance. An appearance is filed by—

(a) filing a "Notice of Appearance" with the Prothonotary by submitting the Notice of Appearance for filing electronically in RedCrest or in person at the Principal Registry, 450 Little Bourke Street, Melbourne. See www.supremecourt.vic.gov.au; and
(b) on the day you file the Notice, serving a copy, sealed by the Court at the second defendant's address for service, which is set out at the end of this notice.

IF YOU FAIL to file an appearance within the proper time you will be taken to admit the validity of any judgment against the second defendant and your own liability to the second

defendant to the extent claimed in the statement of claim indorsed on this notice, and the second defendant may **OBTAIN JUDGMENT AGAINST YOU** without further notice.

***THE PROPER TIME TO FILE AN APPEARANCE** is as follows—

(a) where you are served with the notice in Victoria, within 10 days after service;
(b) where you are served with the notice out of Victoria and in another part of Australia, within 21 days after service;
(c) where you are served with the notice in Papua New Guinea, within 28 days after service;
(d) where you are served with the notice in New Zealand under Part 2 of the Trans-Tasman Proceedings Act 2010 of the Commonwealth, within 30 working days (within the meaning of that Act) after service or, if a shorter or longer period has been fixed by the Court under section 13(1)(b) of that Act, the period so fixed;
(e) in any other case, within 42 days after service of the notice.

FILED 18 September 2025

Registrar

STATEMENT OF CLAIM

A. Parties and the proceeding

1. In the amended statement of claim filed on 20 September 2024 (**ASC**), the plaintiff makes claims against the second defendant (**Geelong**) on his own behalf and on behalf of group members who, during the period 1 January 1985 to 14 March 2023 (**Claim Period**), were both 'registered Club players' (as defined in ASC paragraph 7C) (**Geelong Players**) and 'injured players' (as defined in ASC paragraph 11(d)) (**Geelong sub-group**), as well as the persons identified in paragraphs 12 to 14 of the ASC (cumulatively, the **Geelong group members**).

2. Geelong is and at all relevant times was:

   (a) a corporation incorporated pursuant to law;

   (b) capable of suing and being sued;

   (c) licensed by the first defendant (the **AFL**) to participate in the Australian Football League competition and Victorian Football League competition.

3. The:

   (a) first third party (**Dr Seward**) between 1985 and 2006 (**Seward Period**):

      (i) was a fully qualified and legally registered medical practitioner;

      (ii) had medical expertise in the prevention, diagnosis and treatment of sports-related injuries (**Sports Medicine Expertise**);

      (iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

   (b) second third party (**Dr Larkins**) between 1985 and 1990 (**Larkins Period**):

      (i) was a fully qualified and legally registered medical practitioner;

      (ii) had Sports Medicine Expertise;

      (iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

   (c) third third party (**Dr Irwin**) between 2000 and 2005 (**Irwin Period**):

      (i) was a fully qualified and legally registered medical practitioner;

      (ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(d) fourth third party (**Dr Bradshaw**) between 2006 and 2014 (**Bradshaw Period**):

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(e) fifth third party (**Dr Allen**) between 2006 and 2021 (**Allen Period**):

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(f) sixth third party (**Dr Slimmon**) between 2012 and 2021 (**Slimmon Period**):

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players.

(g) seventh third party (**Dr Long**) between 2021 to the end of the Claim Period (**Long Period**):

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players.

(h) eighth third party (**Dr McLaren**) between 2022 to the end of the Claim Period (**McLaren Period**);

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(i) ninth third party (**Dr Ryan**) between 1985 and 1990 (**Ryan Period**);

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(j) tenth third party (**Dr Lindquist**) between 1985 and 1996 (**Lindquist Period**);

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(k) eleventh third party (**Dr McGivern**) between 2000 and 2005 (**McGivern Period**);

(i) was a fully qualified and legally registered medical practitioner;

(ii) had Sports Medicine Expertise;

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players;

(l) twelfth third party (**Dr Brooks**) between 2021 and end of 2021 (**Brooks Period**):

(i) was a fully qualified and legally registered medical practitioner;

(ii) had medical expertise in the prevention, diagnosis and treatment of sports-related injuries (**Sports Medicine Expertise**);

(iii) was engaged by Geelong to provide medical consultancy services involving medical advice, treatment, care and management of the Geelong Players.

(collectively, the **Club Doctors**).

B. Claims by the plaintiff and Geelong sub-group members

4. By his Amended Statement of Claim, the plaintiff, on his own behalf and on behalf of members of the Geelong sub-group, alleges, among other things, that:

(a) Geelong was the employer of the Geelong Players during the Claim Period (at paragraphs 7D and 24A);

(b) the plaintiff was a registered professional player listed with Geelong between 2001 and about October 2010 (at paragraph 9);

(c) Geelong owed Geelong Players a duty to:

(i) take reasonable care to devise and maintain a safe system of work;

(ii) take reasonable care for their safety;

(iii) avoid exposing Geelong players to unnecessary risk of long-term and/or permanent personal injury or death as a result of a head injury or concussion injury during matches and training;

(at paragraph 25A);

(iv) take reasonable care for their safety in relation to concussion management and to avoid exposing them to unnecessary risk of personal injury arising from concussion (at paragraph 38);

(v) take reasonable steps to take the "**reasonable precautions**" (as defined in paragraph 30), and/or ensure that the reasonable precautions were taken (at paragraph 39);

(d) Geelong breached the duty of care it owed Geelong Players as a result of "concussion management failures" and "failures to take the reasonable precautions" (at paragraph 41);

(e) as a result of Geelong's negligence, the plaintiff and those Geelong Players who are members of the Geelong sub-group have suffered and continue to suffer loss and damage (at paragraph 62);

(f) Geelong owed the plaintiff and Geelong sub-group members, in the period 1 July 1999 to 14 March 2023, statutory duties under the "OHS regulations" (at paragraph 44);

(g) Geelong breached its statutory duties (at paragraph 49(b));

(h) as a result of Geelong's breach of statutory duty in the period 1 July 1999 to 14 March 2023, the plaintiff and Geelong sub-group members have suffered and continue to suffer loss and damage (at paragraph 62);

(i) the plaintiff and Geelong sub-group members are entitled to damages, interest and costs (prayers A to C).

5. The plaintiff further alleges that:

(a) he sustained significant head knocks, and/or suffered from, and/or showed symptoms consistent with, concussions, and/or suffered from loss of consciousness, in matches and training during the period August 2001 to August 2009 (at paragraphs 50 and 51);

(b) on repeated occasions after receiving head knocks and concussions, he continued to play and/or returned to training during a period when he had not recovered, or fully recovered, from symptoms of concussion (paragraph 53);

(c) on repeated occasions after receiving head knocks and concussions, he was exposed to further head knocks and concussions during matches and training when he had not recovered, or fully recovered, from symptoms of concussion (paragraph 54);

(d) he was not advised, warned and educated, adequately or at all, by the AFL or Geelong, on the risks of head knocks, signs and symptoms of concussions and the concussion management risk of harm (paragraph 55);

(e) Geelong failed to take the reasonable precautions and acted negligently and breached the duty of care it owed to him (paragraph 56);

(f) Geelong breached its statutory duty of care to him (paragraph 57);

(g) as a result of the negligence and/or breach of statutory duty of care by Geelong, he suffered injury (paragraphs 58 and 62).

6. If Geelong breached a duty to exercise reasonable care, or if it breached a statutory duty, owed to the plaintiff and/or members of the Geelong sub-group, and such breach caused or contributed to the plaintiff and/or any Geelong sub-group members suffering loss and damage for which Geelong is alleged to be liable (all of which is denied by Geelong in its defence to the ASC), then Geelong makes the following allegations against the Club Doctors.

C. Dr Seward

7. Dr Seward, in the performance of his engagement by Geelong during the Seward Period:

   (a) owed Geelong a duty to exercise reasonable care and skill;

   (b) owed Geelong Players a duty to exercise reasonable care and skill.

8. Further, during the Seward Period, when Dr Seward provided Geelong Players with medical advice, treatment, care and management:

   (a) he was in a doctor-patient relationship with those players;

   (b) he owed each of the players a duty to exercise reasonable care and skill.

9. At all times during the Seward Period:

   (a) Geelong relied on Dr Seward's medical expertise including his Sports Medicine Expertise;

   (b) Geelong Players relied on Dr Seward's medical expertise including his Sports Medicine Expertise.

10. At all times during the Seward Period it was reasonably foreseeable to Dr Seward that:

   (a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

   (b) if he failed to exercise reasonable care and skill in:

      (i) his performance of his engagement by Geelong; and/or

      (ii) his provision of medical advice, treatment, care and management to Geelong Players;

   Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

11. The duty of care owed by Dr Seward to Geelong required him to:

   (a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

   (b) take the "reasonable precautions" with respect to Geelong Players.

12. The duty of care owed by Dr Seward to the Geelong Players required him to:

    (a) advise Geelong to take the "reasonable precautions";

    (b) take the "reasonable precautions" with respect to Geelong Players.

13. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Seward failed to:

    (a) advise it to take the "reasonable precautions";

    (b) take the "reasonable precautions" with respect to Geelong Players.

14. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Seward Period, Dr Seward failed to:

    (a) advise Geelong to take the "reasonable precautions";

    (b) take the "reasonable precautions" with respect to Geelong Players.

15. Had Dr Seward advised Geelong to take the "reasonable precautions", it would have done so.

16. But for Dr Seward's failure to:

    (a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

    (b) take the "reasonable precautions" with respect to Geelong Players;

    Geelong Players:

        (i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

        (ii) with suspected or identified concussion or symptoms of concussion would have been:

            (A) immediately withdrawn from participation in matches or training, as the case may be;

            (B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

        (iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

17. By reason of the alleged breach of duty owed to Geelong by Dr Seward:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

18. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Seward:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

D. Dr Larkins

19. Dr Larkins, in the performance of his engagement by Geelong during the Larkins Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

20. Further, during the Larkins Period, when Dr Larkins provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

21. At all times during the Larkins Period:

(a) Geelong relied on Dr Larkins' medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Larkins' medical expertise including his Sports Medicine Expertise.

22. At all times during the Larkins Period it was reasonably foreseeable to Dr Larkins that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

23. The duty of care owed by Dr Larkins to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

24. The duty of care owed by Dr Larkins to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

25. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Larkins failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

26. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Larkins Period, Dr Larkins failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

27. Had Dr Larkins advised Geelong to take the "reasonable precautions", it would have done so.

28. But for Dr Larkins' failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

29. By reason of the alleged breach of duty owed to Geelong by Dr Larkins:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

30. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Larkins:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

E. Dr Irwin

31. Dr Irwin, in the performance of his engagement by Geelong during the Irwin Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

32. Further, during the Irwin Period, when Dr Irwin provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

33. At all times during the Irwin Period:

(a) Geelong relied on Dr Irwin's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Irwin's medical expertise including his Sports Medicine Expertise.

34. At all times during the Irwin Period it was reasonably foreseeable to Dr Irwin that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

35. The duty of care owed by Dr Irwin to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

36. The duty of care owed by Dr Irwin to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

37. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Irwin failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

38. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Irwin Period, Dr Irwin failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

39. Had Dr Irwin advised Geelong to take the "reasonable precautions", it would have done so.

40. But for Dr Irwin's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

41. By reason of the alleged breach of duty owed to Geelong by Dr Irwin:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

42. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Irwin:

    (a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

    (b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

    (c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

    (d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

F. Dr Bradshaw

43. Dr Bradshaw, in the performance of his engagement by Geelong during the Bradshaw Period:

    (a) owed Geelong a duty to exercise reasonable care and skill;

    (b) owed Geelong Players a duty to exercise reasonable care and skill.

44. Further, during the Bradshaw Period, when Dr Bradshaw provided Geelong Players with medical advice, treatment, care and management:

    (a) he was in a doctor-patient relationship with those players;

    (b) he owed each of the players a duty to exercise reasonable care and skill.

45. At all times during the Bradshaw Period:

    (a) Geelong relied on Dr Bradshaw's medical expertise including his Sports Medicine Expertise;

    (b) Geelong Players relied on Dr Bradshaw's medical expertise including his Sports Medicine Expertise.

46. At all times during the Bradshaw Period it was reasonably foreseeable to Dr Bradshaw that:

    (a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players

for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

47. The duty of care owed by Dr Bradshaw to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

48. The duty of care owed by Dr Bradshaw to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

49. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Bradshaw failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

50. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Bradshaw Period, Dr Bradshaw failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

51. Had Dr Bradshaw advised Geelong to take the "reasonable precautions", it would have done so.

52. But for Dr Bradshaw's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

53. By reason of the alleged breach of duty owed to Geelong by Dr Bradshaw:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

54. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Bradshaw:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

G. Dr Allen

55. Dr Allen, in the performance of his engagement by Geelong during the Allen Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

56. Further, during the Allen Period, when Dr Allen provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

57. At all times during the Allen Period:

(a) Geelong relied on Dr Allen's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Allen's medical expertise including his Sports Medicine Expertise.

58. At all times during the Allen Period it was reasonably foreseeable to Dr Allen that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

59. The duty of care owed by Dr Allen to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

60. The duty of care owed by Dr Allen to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

61. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Allen failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

62. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Allen Period, Dr Allen failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

63. Had Dr Allen advised Geelong to take the "reasonable precautions", it would have done so.

64. But for Dr Allen's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

65. By reason of the alleged breach of duty owed to Geelong by Dr Allen:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

66. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Allen:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

H. Dr Slimmon

67. Dr Slimmon, in the performance of his engagement by Geelong during the Slimmon Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

68. Further, during the Slimmon Period, when Dr Slimmon provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

69. At all times during the Slimmon Period:

(a) Geelong relied on Dr Slimmon's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Slimmon's medical expertise including his Sports Medicine Expertise.

70. At all times during the Slimmon Period it was reasonably foreseeable to Dr Slimmon that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

71. The duty of care owed by Dr Slimmon to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

72. The duty of care owed by Dr Slimmon to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

73. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Slimmon failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

74. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Slimmon Period, Dr Slimmon failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

75. Had Dr Slimmon advised Geelong to take the "reasonable precautions", it would have done so.

76. But for Dr Slimmon's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

77. By reason of the alleged breach of duty owed to Geelong by Dr Slimmon:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

78. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Slimmon:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

I. Dr Long

79. Dr Long, in the performance of his engagement by Geelong during the Long Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

80. Further, during the Long Period, when Dr Long provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

81. At all times during the Long Period:

(a) Geelong relied on Dr Long's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Long's medical expertise including his Sports Medicine Expertise.

82. At all times during the Long Period it was reasonably foreseeable to Dr Long that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

83. The duty of care owed by Dr Long to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

84. The duty of care owed by Dr Long to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

85. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Long failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

86. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Long Period, Dr Long failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

87. Had Dr Long advised Geelong to take the "reasonable precautions", it would have done so.

88. But for Dr Long's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

89. By reason of the alleged breach of duty owed to Geelong by Dr Long:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

90. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Long:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

J. Dr McLaren

91. Dr McLaren, in the performance of his engagement by Geelong during the McLaren Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

92. Further, during the McLaren Period, when Dr McLaren provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

93. At all times during the McLaren Period:

(a) Geelong relied on Dr McLaren's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr McLaren's medical expertise including his Sports Medicine Expertise.

94. At all times during the McLaren Period it was reasonably foreseeable to Dr McLaren that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

95. The duty of care owed by Dr McLaren to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

96. The duty of care owed by Dr McLaren to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

97. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr McLaren failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

98. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the McLaren Period, Dr McLaren failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

99. Had Dr McLaren advised Geelong to take the "reasonable precautions", it would have done so.

100. But for Dr McLaren's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

101. By reason of the alleged breach of duty owed to Geelong by Dr McLaren:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

102. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr McLaren:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

K. Dr Ryan

103. Dr Ryan, in the performance of his engagement by Geelong during the Ryan Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

104. Further, during the Ryan Period, when Dr Ryan provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

105. At all times during the Ryan Period:

(a) Geelong relied on Dr Ryan's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Ryan's medical expertise including his Sports Medicine Expertise.

106. At all times during the Ryan Period it was reasonably foreseeable to Dr Ryan that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

107. The duty of care owed by Dr Ryan to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

108. The duty of care owed by Dr Ryan to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

109. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Ryan failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

110. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Ryan Period, Dr Ryan failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

111. Had Dr Ryan advised Geelong to take the "reasonable precautions", it would have done so.

112. But for Dr Ryan's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

113. By reason of the alleged breach of duty owed to Geelong by Dr Ryan:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

114. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Ryan:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

L. Dr Lindquist

115. Dr Lindquist, in the performance of his engagement by Geelong during the Lindquist Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

116. Further, during the Lindquist Period, when Dr Lindquist provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

117. At all times during the Lindquist Period:

(a) Geelong relied on Dr Lindquist's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Lindquist's medical expertise including his Sports Medicine Expertise.

118. At all times during the Lindquist Period it was reasonably foreseeable to Dr Lindquist that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

119. The duty of care owed by Dr Lindquist to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

120. The duty of care owed by Dr Lindquist to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

121. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Lindquist failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

122. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Lindquist Period, Dr Lindquist failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

123. Had Dr Lindquist advised Geelong to take the "reasonable precautions", it would have done so.

124. But for Dr Lindquist's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

125. By reason of the alleged breach of duty owed to Geelong by Dr Lindquist:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

126. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Lindquist:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

M. Dr McGivern

127. Dr McGivern, in the performance of his engagement by Geelong during the McGivern Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

128. Further, during the McGivern Period, when Dr McGivern provided Geelong Players with medical advice, treatment, care and management:

(a) she was in a doctor-patient relationship with those players;

(b) she owed each of the players a duty to exercise reasonable care and skill.

129. At all times during the McGivern Period:

(a) Geelong relied on Dr McGivern's medical expertise including her Sports Medicine Expertise;

(b) Geelong Players relied on Dr McGivern's medical expertise including her Sports Medicine Expertise.

130. At all times during the McGivern Period it was reasonably foreseeable to Dr McGivern that:

(a) if she failed to exercise reasonable care and skill in his performance of her engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if she failed to exercise reasonable care and skill in:

(i) her performance of his engagement by Geelong; and/or

(ii) her provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

131. The duty of care owed by Dr McGivern to Geelong required her to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

132. The duty of care owed by Dr McGivern to the Geelong Players required her to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

133. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr McGivern failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

134. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the McGivern Period, Dr McGivern failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

135. Had Dr McGivern advised Geelong to take the "reasonable precautions", it would have done so.

136. But for Dr McGivern's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

137. By reason of the alleged breach of duty owed to Geelong by Dr McGivern:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

138. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr McGivern:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

N. Dr Brooks

139. Dr Brooks, in the performance of his engagement by Geelong during the Brooks Period:

(a) owed Geelong a duty to exercise reasonable care and skill;

(b) owed Geelong Players a duty to exercise reasonable care and skill.

140. Further, during the Brooks Period, when Dr Brooks provided Geelong Players with medical advice, treatment, care and management:

(a) he was in a doctor-patient relationship with those players;

(b) he owed each of the players a duty to exercise reasonable care and skill.

141. At all times during the Brooks Period:

(a) Geelong relied on Dr Brook's medical expertise including his Sports Medicine Expertise;

(b) Geelong Players relied on Dr Brook's medical expertise including his Sports Medicine Expertise.

142. At all times during the Brooks Period it was reasonably foreseeable to Dr Brooks that:

(a) if he failed to exercise reasonable care and skill in his performance of his engagement by Geelong, then Geelong may suffer loss and damage by reason of a claim brought against it by one or more of the Geelong Players

for injuries suffered by them when playing AFL/VFL matches or training for Geelong;

(b) if he failed to exercise reasonable care and skill in:

(i) his performance of his engagement by Geelong; and/or

(ii) his provision of medical advice, treatment, care and management to Geelong Players;

Geelong Players may suffer loss and damage by reason of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong.

143. The duty of care owed by Dr Brooks to Geelong required him to:

(a) advise it to take the "reasonable precautions" (as defined in paragraph 30 of the ASC);

(b) take the "reasonable precautions" with respect to Geelong Players.

144. The duty of care owed by Dr Brooks to the Geelong Players required him to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

145. In the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong, Dr Brooks failed to:

(a) advise it to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

146. Further, in the premises alleged by the plaintiff in the ASC, in breach of his duty of care to Geelong Players during the Brooks Period, Dr Brooks failed to:

(a) advise Geelong to take the "reasonable precautions";

(b) take the "reasonable precautions" with respect to Geelong Players.

147. Had Dr Brooks advised Geelong to take the "reasonable precautions", it would have done so.

148. But for Dr Brook's failure to:

(a) advise Geelong to take the "reasonable precautions" or to take reasonable steps to take the "reasonable precautions" (which advice it would have followed); and/or

(b) take the "reasonable precautions" with respect to Geelong Players;

Geelong Players:

(i) with symptoms of concussion would have been monitored and identified as having symptoms of concussion;

(ii) with suspected or identified concussion or symptoms of concussion would have been:

(A) immediately withdrawn from participation in matches or training, as the case may be;

(B) subject to a mandatory period of no training or playing in matches of a minimum of 12 days;

(iii) after the mandatory period of no training or playing matches, before resuming play or training (including any modified form of training), would have been assessed as fit to do so;

(iv) once assessed as fit to resume matches or training, would have been graduated to return to training while being observed for any subtle changes caused by the concussion;

(v) if no subtle changes were identified while gradually returned to training, would have been permitted to return to matches while still being monitored for any subtle changes caused by the concussion;

(vi) if they had suffered one or more concussions in matches or training, would have been assessed as to whether they were capable of returning safely to matches and training;

(vii) would have been assessed for the risk of head knocks and concussions while playing matches and training;

(viii) would have been studied and monitored for the effect of head knocks and concussions in matches and training, including over time;

(ix) would have been advised, warned and educated on the risks of head knocks, signs and symptoms of concussions and risk of harm alleged in paragraph 28(a) of the ASC.

149. By reason of the alleged breach of duty owed to Geelong by Dr Brooks:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

150. Further or alternatively, by reason of the alleged breach of duty owed to Geelong Players by Dr Brooks:

(a) the "reasonable precautions" were not taken and/or reasonable steps to take the "reasonable precautions" were not taken;

(b) Geelong Players were exposed to a risk of a permanent brain injury following concussion(s) when playing AFL/VFL matches or training for Geelong;

(c) Geelong sub-group members may have, or have, suffered loss and damage by reason of sustaining a permanent brain injury in the circumstances alleged;

(d) the plaintiff has brought this proceeding on his own behalf and on behalf of Geelong group members in which they claim against Geelong damages, costs and interest.

O. Liability of the Club Doctors

151. As a result of the plaintiff commencing this proceeding, on his own behalf and on behalf of Geelong group members, Geelong has incurred and will continue to incur legal costs and expenses, as well as costs for time spent and resources used, in defending the proceeding (including disbursements) (**Costs**).

152. Further, if (which is denied), Geelong is liable to the plaintiff and any Geelong group members, for:

(a) damage suffered by them;

(b) their costs of and incidental to the proceeding;

(c) interest;

then Geelong will suffer loss in the amount that it is ordered to pay (**Judgment Sums**).

153. Alternatively, if Geelong reasonably agrees to settle the claim(s) of the plaintiff and/or Geelong group members for:

(a) damage suffered by them as alleged; and/or

(b) their costs of and incidental to the proceeding;

then Geelong will suffer loss in the amount that it agrees to pay (**Settlement Sums**).

154. In the premises, by reason of a breach of duty of care owed to Geelong, each Club Doctor is obliged to pay damages to Geelong to fully compensate it for:

(a) its Costs;

(b) any Judgment Sums;

(c) any Settlement Sums.

155. Further or alternatively, by reason of a breach of duty of care owed to the plaintiff and/or Geelong sub-group members:

(a) Dr Seward is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Seward, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(b) Dr Larkins is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Larkins, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(c) Dr Bradshaw is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Bradshaw, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(d) Dr Allen is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Allen, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(e) Dr Slimmon is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Slimmon, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(f) Dr Long is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Long, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(g) Dr McLaren is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr McLaren, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic).

(h) Dr Ryan is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Ryan, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(i) Dr Lindquist is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Lindquist, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(j) Dr McGivern is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr McGivern, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic);

(k) Dr Brooks is a person liable in respect of loss and damage suffered by them, and they, or anyone representing their estates or dependents, are persons entitled to recover compensation from Dr Seward, within the meaning of s 23A(1) of the *Wrongs Act 1958* (Vic).

156. In the premises if, which is denied, Geelong is liable to the plaintiff or any Geelong sub-group members for Judgments Sums or Settlement Sums, then Geelong is entitled, pursuant to s 23B(1) of the *Wrongs Act* or, alternatively at general law, to recover contribution from:

(a) Dr Seward, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Seward Period;

(b) Dr Larkins, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Larkins Period;

(c) Dr Irwin, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Irwin Period;

(d) Dr Bradshaw, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Bradshaw Period;

(e) Dr Allen, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Allen Period;

(f) Dr Slimmon, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Slimmon Period;

(g) Dr Long, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Long Period;

(h) Dr McLaren, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the McLaren Period;

(i) Dr Ryan, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Ryan Period;

(j) Dr Lindquist, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Lindquist Period;

(k) Dr McGivern, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the McGivern Period;

(l) Dr Brooks, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members for the Seward Period.

157. The amount of contribution recoverable by Geelong from the Club Doctors is:

(a) by way of a complete indemnity:

(i) by Dr Seward, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Seward Period;

(ii) by Dr Larkins, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Larkins Period;

(iii) by Dr Irwin, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to the plaintiff and/or Geelong group members in the Irwin Period;

(iv) by Dr Bradshaw, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to the plaintiff and/or Geelong group members in the Bradshaw Period;

(v) by Dr Allen, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to the plaintiff and/or Geelong group members in the Allen Period;

(vi) by Dr Slimmon, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Slimmon Period;

(vii) by Dr Long, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Long Period;

(viii) by Dr McLaren, in respect of any such Judgment Sums or Settlement Sums awarded in relation to Geelong's liability to Geelong group members in the McLaren Period;

(ix) by Dr Ryan, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Ryan Period;

(x) by Dr Lindquist, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Lindquist Period;

(xi) by Dr McGivern, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the McGivern Period;

(xii) by Dr Brooks, in respect of any such Judgment Sums or Settlement Sums in relation to Geelong's liability to Geelong group members in the Seward Period; or

(b) such amount as the court determines to be just and equitable having regard to the extent of each of the Club Doctors' responsibility for the damage suffered.

AND THE SECOND DEFENDANT CLAIMS AGAINST THE THIRD PARTIES:

A. Damages.

B. Indemnity or contribution pursuant to Part IV of the *Wrongs Act 1958* (Vic).

C. Costs.

D. Such further or other relief as the Court deems appropriate.

Dated: 18 September 2025

M Rush

G Coleman

J Elliott

Lander & Rogers

.....

Lander & Rogers
Solicitors for the Second Defendant

SCHEDULE OF PARTIES

JARAD MAXWELL ROOKE

Plaintiff

and

AUSTRALIAN FOOTBALL LEAGUE (ACN 004 152 211)

First Defendant

and

GEELONG FOOTBALL CLUB (ACN 005 150 818)

Second Defendant

and

HUGH SEWARD

First Third Party

and

PETER LARKINS

Second Third Party

and

ANDREW IRWIN

Third Third Party

and

CHRIS BRADSHAW

Fourth Third Party

and

GEOFF ALLEN

Fifth Third Party

and

DREW SLIMMON

Sixth Third Party

and

DAVID LONG

Seventh Third Party

and

JAMES MCLAREN

Eighth Third Party

and

PETER RYAN

Ninth Third Party

and

GREGORY LINDQUIST

Tenth Third Party

and

JEANNE McGIVERN

Eleventh Third Party

and

KENDALL BROOKS

Twelfth Third Party

1. This notice was filed-

~~a) by the defendant in person;~~

b) for the second defendant by Lander & Rogers, solicitors, of Level 15, 477 Collins Street, Melbourne VIC 3000;

~~c) for the defendant by [*name or firm of solicitor*], solicitor, of [*business address of solicitor*] as agent for [*name or firm of principal solicitor*], solicitor, of [*business address of principal*].~~

2. The address of the second defendant is: GMHBA Stadium, Kardinia Park, Geelong VIC 3220

3. The address for service of the second defendant is: c/o Ari Abrahams (Partner) at Lander & Rogers, Level 15, 477 Collins Street, Melbourne VIC 3000

3A. The email address for service of the second defendant is: aabrahams@landers.com.au

4. The address of:

(a) the first third party is 24 Buckland Avenue, Newtown, Victoria 3220

(b) the second third party is 28 Dundas Avenue, Albert Park, Victoria 3206

(c) the third third party is 41 Beaufortia Gardens, Hay, Western Australia 6333

(d) the fourth third party is 455 Middle Road, Pearcedale, Victoria 3912

(e) the fifth third party is 4 Nelson Road, Point Lonsdale, Victoria 3225

(f) the sixth third party is 39 Sharp Street, Newtown, Victoria 3220

(g) the seventh third party is 6a Logans Beach Road, Warrnambool, Victoria 3280

(h) the eighth third party is 4 Corsair Way, Torquay, Victoria 3226

(i) the ninth third party is Suite 1, 243 New Street, Brighton, Victoria 3186

(j) the tenth third party is 11 Retreat Road, Newtown, Geelong

(k) the eleventh third party is Level 4/24-250 Collins Street, Melbourne, Victoria 3000

(l) the twelfth third party is 11/1 Barnet Way, Richmond, Victoria 3121