

# CLOTHING THE GAP

## Clothing The Gap Pty Ltd Waiver/Participant Agreement, updated on 6<sup>th</sup> April 2020.

Please read this waiver carefully. Your ability to participate in the event is subject to your acceptance and agreement to the terms of the waiver below.

An 'event' includes races, training runs, training programs such as the Beginner Runners' Clinics or Squads, social activities, or any other activities organised by Clothing The Gap Pty Ltd (Clothing The Gap).

WARNING: This is a legal document that affects you and your family's rights.

1. I acknowledge that running and walking involves the real risk of injury or death from various causes which may include but is not limited to overexertion, dehydration, heart problems, disorientation, accidents with other participants, spectators, volunteers or road users, equipment failure, unforeseen events, the course, or the weather conditions.

2. I have read the conditions of entry for this event and I attest that I am sufficiently fit and have sufficiently trained for the exercise associated with the event I have chosen. I understand that I should not participate in the event unless a medical practitioner has verified my physical condition.

3. I am not aware of any medical condition or impairment that will be detrimental to my health if I participate in this event. In the event that I become aware of any medical condition or impairment or am otherwise sick or injured prior to the event, I will withdraw from the event.

I will inform the organiser of my medical and/or physical conditions from which I suffer that might affect my performance or be relevant. I accept the risk of participating, despite these conditions.

4. By participating, I accept all risks necessarily flowing from my participation that could result in injury or death. Accordingly, I release all people associated with the conduct of the event from, and will indemnify them against, all liability (including liability for their negligence) for any and all injury, loss or damage arising out of or connected with my participation in these activities. For clarification, the people released include board members, coaches, organisers, sponsors, managers, government and public authorities, contractors, volunteers and medical and paramedical personnel supporting the event. This release and indemnity is perpetual and binds my heirs, executors, personal representatives and assigns.

5. I consent to receive any medical treatment that organisers or medical or paramedical personnel believe is necessary for my health because of illness or injuries suffered by me before, during or after the event.

6. I understand that the organiser does not provide health insurance for me, and I will bear all financial responsibility for all and any medical treatment arising from my participation in the event; including but not limited to ambulance, doctor, and hospital fees. I understand that I should have my own personal accident and ambulance cover (if applicable).

7. The organisers cannot be held responsible for lost or stolen valuables. I am fully responsible for the security of my personal possessions at the event.

8. I acknowledge that safety precautions undertaken by the organisers (such as event briefings, trail maps and signage, drink stations) are a service to me and the other

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participants but are not a guarantee of safety. I agree to abide by the conditions of the event as stated in the race rules and as directed by any volunteer or official involved with the event.

9. Entry information is to be collected into a database which is and shall remain the property of Clothing The Gap. The database will be used in the management of Clothing The Gap for the purpose of conducting the event.

10. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, before, during or after the Event whether for broadcast, telecast, advertising, promotion, or otherwise, without payment or compensation.

11. The organisers reserve the right to delay, alter or cancel any activities in the event of dangerous weather conditions or other unforeseen circumstances.

12. Should the event be cancelled for any reason whatsoever I understand that entry fees in full or part may not be refunded and that no liability of any kind will attach to any person, corporation or body involved or otherwise engaged in promoting or staging the event.

13. My registration is not transferable to other people or to another event. If I am unable to compete, a request for refund of the registration fee must be submitted to the organiser at least one month prior to race day. A 10% administration fee applies to all refunds.

14. The organiser reserves the right to reject or disqualify any participant whose conduct is inappropriate to the spirit of Clothing The Gap. It is expected each participant participates in the appropriate spirit.

15. The organisers reserve the right to make additions, changes or clarifications of these terms and conditions without prior notice to participants. The organisers will endeavour to advise participants of any changes, but any such change shall be considered effective for all participants whether or not the participant has received notice of the change prior to participation.

16. I acknowledge that the information on the online registration form or otherwise provided by me (or my parent/s or guardian/s, if Under 18) to Clothing The Gap. is true and correct.

17. I have read the Terms and Conditions and the rules applicable to the event and I Agree (or I Agree on behalf of my child or ward) to comply with them.

18. By progressing with my registration and payment I accept the rules and conditions listed above.