

## **Terms and Conditions and Privacy Statement**

### **Declaration, Waiver and Indemnity.**

#### **This is to be read in conjunction with the entry form**

In consideration of The South Australian Athletic League Inc ("the Organiser") accepting this entry and allowing me to participate in the event which I have entered ("the Event") , I the undersigned (for myself, my heirs, executors and administrators) agree with the Organiser and each Event Sponsor that:

1. I release and discharge the Organiser and each Event Sponsor and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I may have now or in future (including for negligence) in respect of any injury, loss or damage of any kind whatsoever suffered by me including personal injury, illness or death and/or loss or damage to any property and/or financial loss (in so far as this does not breach the provisions of the Australian Consumer Law or any other applicable statutory provision) arising either directly or indirectly out of my entry into, attendance at or participation in the Event.
2. I, on my own behalf and on behalf of any person in respect of whom I am a guardian, carer or supervisor, release and discharge the Organiser and each Event Sponsor and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I or any person under my guardianship, supervision or care may have now or in future (including for negligence) in respect of any injury, loss or damage of any kind whatsoever suffered by any person being supervised, accompanied or otherwise in my care including personal injury, illness or death and/or loss or damage to any property and/or financial loss (in so far as this does not breach the provisions of the Australian Consumer Law or any other applicable statutory provision) arising either directly or indirectly out of my or such other person's entry into, attendance at or participation in the Event. I agree to take all reasonable precautions and exercise care to ensure any child or person accompanying me, whether in a pram or not, is safe.
3. I indemnify and will keep indemnified the Organiser and each Event Sponsor against all claims, costs, losses or damages arising from or in relation to:
  - a. my entry into, attendance at or participation in the Event; and
  - b. the entry into, attendance at or participation in the Event, in the Event by any person in my care, under my supervision or being pushed, carried or accompanied by me.

4. A reference in this document to an Event Sponsor is a reference to each of and such entities or persons publicly identified by the Organiser from time to time as a sponsor of the Event.
5. I declare that I am physically sufficiently fit and have trained sufficiently to participate in and complete the Event.
6. I consent to the free use of my name and pictures of me in any broadcast, telecast and print by the Organiser and/or the Event Sponsors in relation to the Event.
7. I agree to adhere to all event rules and conditions as may be issued by the Organiser from time to time. The Organiser reserves the right in its discretion to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of the Organiser, I am unable to complete the event within the cut-off times and in which event the Organiser will not be required to refund entry fees.
8. I accept that I must wear the official race bib corresponding to the registration made in my name, and that the allotted number and sponsor's name can be seen for the duration of the event.
9. I acknowledge that the Organiser or its representative may remove me from the event area and/or exclude me from participation in the Event in its absolute discretion (i) on medical, health and safety grounds (including to prevent possible harm or injury to myself or any other person), (ii) to prevent damage to any property, (iii) if my behaviour is inappropriate, offensive, or abusive, (iv) to prevent or arrest any form of unauthorised marketing, including ambush marketing.
10. I agree that the Organiser reserves the right to refuse entry into the Event on any grounds in its absolute discretion.
11. I agree that should the Event be cancelled or if I do not participate in the Event for any reason, my entry fee will not be refunded and no liability will attach to the Organiser or the Event Sponsors to pay or otherwise refund my entry fee, or otherwise in respect of any other costs or losses I have incurred by reason of my having entered the Event.
12. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered in the reasonable opinion of the Event medical officials to be advisable, before, during or after the Event.

13. I consent to the Organiser entering my personal details into a database which will be used for the administration of the Event, including to SMS event information to me if I have provided a mobile phone number. I also consent to my personal details being used in the following ways:
- To enable the Organiser to contact me regarding other similar events.
  - To enable photos taken during the race which are available to purchase.
14. I attend and participate in the Event exclusively at my own risk and there is no medical reason why I should not. If such a reason arises I will immediately advise the race organiser.
15. At all times, both prior and during the Event, I may subject to the rules of the race organiser as published on its website choose not to participate in or withdraw from the Event.
16. My emergency contact details have been provided to the organiser.
17. **The organisers do not guarantee the accuracy of any times or results.**
18. I hereby acknowledge that I have read, understood and accept these terms and conditions and agree to be bound by them in relation to my entry into, attendance at and participation in the Event and the entry into, attendance at and participation in the Event by any person for whom I am a guardian, carer or supervisor.
19. All decisions by the Race Steward nominated by the Organiser are final subject to any rights of appeal permitted under the rules of the organiser.
20. I will adhere to the rules of the organiser including all conduct rules of the organiser as published in their website.
21. I will run to the best of my ability and in the event I am unable to do so I will advise the race steward prior to racing.
22. All my race results have been advised to the race organiser in accordance with the rules of the race organiser as published on their website

**Privacy Statement:** The Organiser stages the Event to benefit the sport of athletics and for the benefit. The Organiser collects personal information from all entrants (including information on the Event entry form) for the purpose of staging the Event, and for reasonably incidental purposes.

The Organiser makes no other disclosure of entrants' personal information. If you do not provide all the information requested, the Organiser may reject your entry and may not register you to participate in the Event.

**Waiver & Indemnity in respect of Minors:** \*For children under the age of 18 years participating in the event on the day of the Event, a parent or guardian of the entrant must sign and agree to the following when checking in to the event.

I certify that I am the parent/guardian of (the Minor). I confirm that the Minor has my consent to attend at and participate in the Event. In consideration of accepting the Minor's application and allowing the Minor to participate in the Event, I hereby agree (for myself, my heirs, executors and administrators) with the Organiser and each of the Event Sponsors: 1. to give the same waiver, release, discharge and indemnity as set out in clauses 1 and 2 above in respect of the Minor; and 2. (in addition to clauses 1 and 2 above) that I have read, understood and accept the terms and conditions set out in clauses 3 to 15 above and agree to be bound by them in relation to the Minor's attendance at and participation in the Event.