

# Waiver

**RISK WARNING:** This is a physically demanding event and requires training and fitness. It is a recreational activity that involves a significant risk of impairment of a participant's physical condition or injury and even death from various causes including, but not limited to: falls, the effects of weather including high heat, humidity and/or wet and slippery conditions, traffic and the conditions of the road, dehydration, over exertion and accidents with other participants, spectators or road users.



**DECLARATION, WAIVER AND RELEASE :** In consideration of, and as a condition of acceptance of my entry in the Run Geelong event, I declare and agree that:

1. I am physically fit and have trained for this event. I am not aware of any medical condition, impairment, disease, illness or any other reason why I should not participate in the event and that I have not been advised by a qualified medical practitioner not to participate. Where I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the event, I will withdraw from or discontinue my participation in the event.
2. My participation in the Run Geelong event is at my own risk and I acknowledge the above risk warning together with the warning under the Fair Trading Act 1999 below.
3. I release and indemnify all those entities and persons associated with the operation of the Run Geelong event, including Rapid Ascent Pty Ltd, Cotton On Foundation, Victoria Police, Vic Roads, Geelong City Council, medical and paramedical practitioners, event sponsors, together with their respective employees, agents, representatives and officers (those indemnified), from and against any claims of any kind (whether at tort, contract or statute) including personal injury, death or property damage, however caused (including negligence) and arising out of my participating in the run Geelong event.
4. I indemnify those indemnified, from and against any claims made against them arising from personal injury, death or property damage caused to another person by me in the course my participation in the Run Geelong event.
5. I understand and acknowledge that in accordance with the warning under the Fair Trading Act 1999 (below) the organizers of the Run Geelong event do not make any warranty (implied or express) that event services will be provided with due care and skill or fit for any particular purpose.
6. I consent to photographs and electronic images being taken during participation or any pre or post race related activity, and acknowledge that any images are the property of the organisers of the Run Geelong event and that the Run Geelong organisers or any of its sponsors or groups or individuals associated with the event may use such images for promotional or other purposes without further consent being necessary. Further, the Run Geelong organisers may use my name, image, likeness and performance in the event, at any time, in any media, to promote Run Geelong.
7. I consent to receiving medical treatment during or immediately after the event if unable to provide consent at the time such treatment is deemed to be required.
8. I will comply with all rules, regulations, and event instructions relating to the Run Geelong event.
9. I agree to receive mailings (by email or post) from the Run Geelong organisers, sponsors or other groups and individuals associated with the event.
10. I confirm that I have provided accurate details as to my age and gender and acknowledge that I will be categorised by run Geelong based on this information. I acknowledge that RUN GEELONG shall determine all placings based on time and all decisions are final. In the event that 2 or more competitors tie for first place in a category, both or all of these shall be deemed joint winners and any prize shall be divided equally if possible.
11. This agreement is governed by the laws of Victoria. If any part of this agreement is held to be invalid or otherwise unenforceable then that part will be deemed to be severed without affecting the enforceability of the remainder of this agreement.
12. I allow my name & email address to be forwarded to event sponsors with the understanding that they may not forward my details to any other party without my express written permission.

## WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are—

- rendered with due care and skill; and
  - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
  - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.
- Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

**I have read, understood and agree to these terms being a condition of my entry to and participation in the RUN GEELONG.**

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