

## 2019 Jetty 2 Jetty Waiver

Please read these conditions of entry carefully before accepting this acknowledgement, waiver and release from liability and potential claims based upon negligence or other claimed misconduct.

These Terms and Conditions must be signed by all competitors (for competitors under 18, a parent or guardian must sign). See bottom of this page. **WARNING:** This is a legal document that affects your rights. I agree to compete in this Event on the following basis:

1. I understand that participating in Jetty 2 Jetty ("the Event") carries with it certain real risks and dangers including the risk of physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); death; and/or property damage from various causes including, but not limited to: overexertion; equipment failure; dehydration; accidents with other competitors, spectators, road users, or undulated course; weather condition and other causes and I accept (to the maximum extent permitted by law) all risks associated with my participation.
2. I understand that participating in the Event will involve walking or running on roads, footpaths and or other tracks. I am aware of the hazards involved. The hazards include, but are not limited to road or track surfaces; vehicle traffic; actions of participants, spectators, organiser's personnel, supporting agencies; weather conditions; heat exhaustion; condition or suitability of participant's clothing, footwear or equipment. In my judgment, I have sufficient competence and experience to participate safely in the Event.
3. I certify that: I am physically fit; have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person and my physical condition has been verified by a medical practitioner. I confirm that Moreton Bay Regional Council, Moreton Bay Road Runners, Moreton Bay Region Industry and Tourism, Queensland Athletics, promoters, sponsors, managers, government and public authorities, Athletics Australia, and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel and first aid providers appointed for the Event have not provided me with medical advice regarding my participation in the Event (and are not responsible for providing me with such medical advice).
4. I have listed any medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed. I accept the risk of competing despite these conditions.
5. I accept that participating in this event will have obvious risks and that road running can be a dangerous recreational activity that involves a significant degree of physical exertion or physical risk (as outlined above) and I voluntarily assume all risks associated with my entry application and participation in the Event or any activity associated with it. I consent to receive any medical treatment, including ambulance transportation that Event organisers think necessary during or after the Event.
6. I agree that, to the extent permitted under section 19 of the Civil Liability Act 2003 (QLD), section 139A of the Competition and Consumer Act 2010 (Cth) and/or section 22 of the Australian Consumer Law, Moreton Bay Regional Council, Moreton Bay Road Runners, Moreton Bay Region Industry & Tourism, promoters, sponsors, managers, government and public authorities, Athletics Australia, and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it is constructed or which is

involved directly or indirectly with the Event in any manner whatsoever and promoters, sponsors and Event organisers (the "Indemnified Parties") exclude all liability in respect of any:

(a) death; or

(b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); or

(c) contraction, aggravation or acceleration of a disease of an individual; or

(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:

(i) that is or may be harmful or disadvantageous to the individual or community, or

(ii) that may result in harm or disadvantage to the individual or community.

(e) where such liability would otherwise arise under or in relation to any warranty or guarantee:

(f) that the Event will be provided with due care and skill;

(g) that the Event will be fit for any particular purpose;

(h) that the Event will (or might reasonably be expected to) achieve any particular result; or

(i) that the Event will be supplied within a reasonable time,

(j) except that the exclusion of liability will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Competition and Consumer Act 2010 (Cth)) of the supplier of the relevant services or with reckless disregard, with or without consciousness, for the consequences of the act or omission (within the meaning of section 22(3)(b) of the Australian Consumer Law (as applicable)).

7. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I:

(a) RELEASE AND DISCHARGE the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for death, disability, personal injury, property damage, property theft and all other loss, damage or liability whatever and however occurring (whether under tort (including negligence), statute, contract, equity or otherwise) which I or any other person may suffer as a result of or in connection with, directly or indirectly, my participation in the Event and I waive all and any rights, claims, actions or suits against the Indemnified Parties which but for the execution of this Acknowledgement Waiver, Release and Indemnity I may have had against the Indemnified Parties or any of them now or in the future;

(b) INDEMNIFY AND HOLD HARMLESS and will keep indemnified each of the Indemnified Parties whatever or however caused which may be brought against them or any of them which arises in connection with my participation with the Event.

8. Without limiting the above, to the maximum extent permitted by law, I release the Indemnified Parties from all liability for:

(a) any consequential loss; and

(b) any economic loss,

suffered or incurred by me or any other person arising out of or in connection with my participation in the Event.

9. Nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.

10. I understand that compulsory insurance cover affected for participants in the Event may not cover me for any or all injury, loss or damage sustained by me.

11. Safety precautions undertaken by organisers (such as course supervision and race safety briefings) are a service to me and other competitors but are not a guarantee of safety.

12. I acknowledge that I am fully responsible for the security of personal possessions at the Event.

13. I understand that during the Event and/or related activities I may be photographed or filmed. I agree to allow my name, photograph, video or film likeness to be used for any legitimate purpose by Event Organisers, the sponsors and or assigns in any media.

14. I agree to abide by the Event Rules and I will comply with all instructions issued to me by or on behalf of the Indemnified Parties in relation to my participation in the Event. I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the Event rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry without having any justification for their actions.

15. Event organisers may change the Event format, course or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.

16. I agree that if the Event is cancelled due to storm, storm surge, rain, inclement weather, winds or other Acts of God conditions, terrorism, riot, safety concerns or force majeure, my entry fee shall be non-refundable. I also agree that if I do not participate in the Event for any reason, including but not limited to illness, injury, work or family commitments, travel, etc, my entry is **non-refundable**. I understand that I will have to option to purchase additional optional insurance cover for certain limited non-participation events. I understand that I may transfer my entry to another distance or to another competitor in the same year's race at the discretion of the Event Organisers and that a transfer fee and/or additional fees may be charged. I understand that I will not receive a refund if transferring to a lower priced Event.

17. Medical/physical conditions:

I certify that I am 18 years or older and I have read this document and fully understand it. As a parent or guardian of the competitor, I agree for myself and on behalf of my child. I indemnify and will keep indemnified the Indemnified Parties associated with the conduct of the Event on the terms referred to.

I have read and understood this acknowledgement, waiver and release and accept these conditions of my participation in the Event.