

# Terms and Conditions

PLEASE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY CAREFULLY BEFORE CONTINUING WITH YOUR ENTRY

## PARTICIPANT DISCLAIMER STATEMENT

In registering for the #goforzoe Walk (Event) for the Meningococcal Queensland, I agree to the following terms and conditions:

### Event Description Including Date and Location:

#goforzoe Walk

To commence in Kalinga Park, Kalinga QLD 4030, on Sunday 14th October 2018, finishing in Oriel Park, Ascot QLD 4007

### Definitions

Throughout this document:

The singular shall include the plural and vice versa and a reference to any person shall include a natural person, bodies corporate or voluntary associations and also the person's heirs, executors, administrators, successors and/or assigns.

Associated Entities: including Meningococcal Queensland, Event sponsors, officials, volunteers, contractors, community organisations, medical and paramedical personnel and any employees of any of these entities.

Entrant: being any person or persons participating or in any way involved in or connected to the Event.

Event: as identified above and including any ancillary or other events that are in connection with the identified Event.

### Parking

I accept that the #goforzoe Walk will not provide parking for Event participants or spectators for the Event. I accept that it is my responsibility to locate suitable parking before or during the Event.

### Entrants

I certify that I am 18 years or older.

If the Event participant is under 18 years, (a minor), I certify that I am the parent/legal guardian of the Event participant who is under the age of 18 years, and I have read this document and fully understand it. As a parent or legal guardian, I agree to these terms and conditions for and on behalf of the Event participant.

I have read this document and understand its contents, including the exclusion of liability and assumption of risk and have explained the contents to the minor. I consent to the minor attending / participating in the Event having regard to the content of this document and confirm they are capable of completing the distance they have entered. I acknowledge that I am responsible for supervising my child(ren) before and after the event.

I confirm that all matters set out in this document are true and correct to the best of my knowledge and belief. I understand that, by completing my registration, I am legally agreeing to all the following statements in exchange for being permitted to participate in the Event.

I understand entries in the #goforzoe Walk are to be completed online at [www.?????.com.au](http://www.?????.com.au). Online entries will close on Monday 17<sup>th</sup> September 2018 at 4pm. Registrations will not be accepted on Event day.

I agree that for an entry to be valid, all entrants must pay the required entry fee prior to the commencement of the event. Entry is only valid for the participant/s named in the registration and is not transferable.

I accept that the course will not be marked at regular intervals and there will be no manned crossings, I agree that the onus is on the participant/s to abide by all road rules and observe traffic signals at all times and to ensure that any minors under their supervision comply as above.

I accept that if I decide to abandon the Event at any point after crossing the start line, I will immediately notify the #goforzoe Walk Event Manager or its authorised representatives (including any volunteers) on route or by telephone.

I accept that it is my responsibility to get myself, and any Event participant under 18 years of age of which I am the parent/guardian, home regardless of whether I or we complete the Event or abandon the Event prior to completion.

I consent to the use of my name, image, photographs, video and comments in any publications and marketing in relation to this event by event organisers. I also consent to receiving e-mail-based communications from the event organiser relating to the #goforzoe Walk offers and future events.

I agree to walk unassisted. Bikes, skateboards, rip sticks, rollerblades or similar items are prohibited for safety reasons. Children in strollers/ prams are permitted and must commence at the rear of the race start. Strollers and similar devices must meet Australian Safety Standards and have appropriate safety restraints.

I understand and agree that dogs are not permitted on the #goforzoe Walk course.

I am aware of the hazards involved in participating in the Event, which may include (but are not limited to): vehicle and pedestrian traffic, actions of participants and spectators, weather conditions, animals and wildlife, heat exhaustion, personal injury, slippery and uneven surfaces, breakages or defects in the event site or equipment, or the failure or unsuitability of a participant's equipment (including my own). I acknowledge and accept that injury may result not only from my actions (including physical exertion) but also from the actions, omissions or negligence of other people in connection with, or attendance at, the Event.

I agree that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the Event and I undertake to withdraw myself from the Event and not participate if on the day I am not in good health and proper physical condition. I warrant that I have no physical, medical or mental conditions of which I am aware, or should be aware, that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or others, which is greater than the risk assumed by a healthy person in the circumstances. I further warrant that I have not been advised or cautioned by a medical practitioner not to participate in the Event.

I understand and agree that I am responsible for my own timely removal from the Event to a medical facility if the need arises and for the timely reporting to the organiser, an official or another entrant, of any medical or safety issue that arises during the Event. I also give my consent to receive any first aid or medical treatment that may be deemed advisable in the event of accident, injury or illness as a result of my involvement in the Event.

I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at the Event. I agree that I am solely responsible for my personal possessions and equipment before, during and after the Event.

I agree that it is my responsibility to supply my own water – strictly no plastics permitted; sunscreen, appropriate walking attire, snacks and all other items required for my personal safety and comfort. I understand that all rubbish is to be appropriately disposed of or taken home from the Event.

In consideration for being allowed to participate in the Event I agree to release the Associated Entities from all liability for my death, personal injury, psychological trauma, loss or damage (including property damage) or harm howsoever arising in connection with my participation in or attendance at the Event except to the extent prohibited by law.

I agree that the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they were supplied.

I understand that the organiser's public liability insurance is limited and does not (and is not required by me to) cover or protect me from any injury or damage I cause, whether to me or to others, or any loss I sustain or cause whilst participating in the Event and I acknowledge that I am entitled to obtain, and remain responsible for obtaining, my own legal advice or insurances.

I understand that the organiser reserves the right to alter, postpone, reschedule or cancel the Event at the organiser's sole discretion, including (but not limited to) the following reasons: if natural or man-made emergencies make administering the Event unreasonable due to weather conditions, natural disaster, acts of God, terrorism, war or any other reason.

I accept that the event organiser's decision is final and that no correspondence will be entered into. I agree to follow all directions by event organisers in relation to the Event.

I agree to act appropriately at all times at the Event, including obeying all laws, regulations, Event rules and directions of officials and I understand that my entry or participation may be voided if through my actions or behaviour, in the opinions of the organiser or an official, I have broken these rules, any law or regulation or brought the Event into disrepute. I further understand that the organiser reserves the right to reject any entry without having to justify or give reasons for their actions.

I understand that this disclaimer is not intended to exclude any valid claim I may have under any policy of insurance held by one or more of the Associated Entities.

I have read and fully understand the above important information, warning of risk, assumption of risk, waiver and release of claims and understand that by proceeding with this registration I agree to the waiver and release of claims.