

# Participant Terms & Conditions

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## **CAIRNS REGIONAL COUNCIL NYE RESOLUTION FUN RUN**

**Thursday 31 December 2020**

The following Terms & Conditions apply to any person who has submitted a registration for the CRC NYE Resolution Fun Run.

### **DEFINITIONS**

**"Fun Run"** means the Cairns Regional Council NYE Resolution Fun Run to be held on Thursday 31 December 2020.

**"Claims"** means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Fun Run.

**"Releasees"** means the Council and any promoters, organisers, participants, officials, rescue personnel, sponsors, advertisers, event inspectors, consultants and any others who give recommendations or engage in risk evaluation regarding the Fun Run and the owners, occupiers and lessees of any premises used for the Fun Run and their respective directors, servants, employees and agents.

### **ACKNOWLEDGEMENT AND CERTIFICATION**

I wish to participate in the Fun Run and understand that participation has inherent risks, including risks to my personal health arising from the physical nature of the Fun Run. I do so voluntarily of my own free will and at my own risk.

I am aware of the fitness level required to undertake the Fun Run and accept all risks associated with my participation in it. I warrant that I am in a good state of health, that I am not receiving any medication or taking any drug which may affect or interfere with my ability to engage in the Fun Run and, other than as set out below, that I am free from any injury, medical condition (including pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Fun Run or which may affect or interfere with my ability to engage in the Fun Run.

### **WAIVER OF LIABILITY AND INDEMNIFICATION**

In consideration of Council accepting my entry into the Fun Run, to the maximum extent permitted by law I absolutely release and waive any Claim I might otherwise have against the Releasees in respect of any injury, death, loss or damage I suffer as a result of my participation in the Fun Run, howsoever arising, including as a result of any breach of contract and/or negligence by the Releasees.

To the maximum extent permitted by law I indemnify and hold harmless the Releasees against any loss or damage suffered by them as a result of any Claim made by or against me during the Fun Run including as a result of any act, neglect or default caused by me during the Fun Run.

**Medical Treatment and Costs**

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Fun Run, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate COUNCIL personnel and emergency medical personnel at the Fun Run to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I authorise to secure emergency medical care or transportation when deemed necessary by Council or Event personnel and to notify my emergency contact if I am not able.

I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Fun Run, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services.

**Media and Photography**

I grant to Council and its affiliated entities or contractors and/or the media my permission and authority to use my name, image, voice, and/or likeness in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record captured during the Fun Run for any purpose whatsoever without compensation.

Personal information, including photos, is collected, held and used by Council for event coordination and administration purposes and Council event marketing.

**Communication**

I understand that my email address will be used for registration confirmation and updates about the Fun Run as well as support to help me reach my training goals. From time to time Council may also send me information on other events that may be of interest.

I am aware if I do not want to receive further communication from Council (other than information that relates to this Fun Run) or if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of Cairns Regional Council Policy I can contact Cairns Regional Council via email to: [council@cairns.qld.gov.au](mailto:council@cairns.qld.gov.au)

**Majority Age**

I affirm that I am 18 years of age (or will be at the time of the Fun Run) or older. If I am under the age of 18, I understand that I will not be allowed to participate without the signature of a parent or guardian on this Waiver and Release of Liability.

I have read and understood what is expected of me and I agree to adhere to the direction of Council/or Fun Run personnel at all times.

Children between the ages of 12 and 15 must be supervised by an adult.

Children under the age of 12 must be directly supervised by a parent/guardian at all times.

### **Strollers**

Strollers and similar devices must meet Australian Safety Standards and have appropriate safety restraints.

### **Compliance with Directions**

I agree at all times during the Fun Run to comply with the directions of anyone appointed or permitted by Council to organise the Fun Run, following all traffic and road laws including directions by Police, Council staff and volunteers. I acknowledge failure to do so may result in being removed from the Fun Run.

### **Participating with your Pet**

I agree that my dog is socialised and is comfortable around crowds and loud noises. I will ensure my dog is secured on a lead while on the esplanade and the person controlling it will be over 16 years of age. I acknowledge failure or breach of any of these requirements may result in being removed from the Fun Run.

### **Cancellation and Changes**

I acknowledge that Council reserves the right to cancel or postpone the Fun Run in the event of unforeseen circumstances. In the event of a cancellation or postponement I acknowledge that Council will use reasonable efforts to minimise the cost to me, but I acknowledge that certain costs may not be refunded.

### **COVID-19**

At all times participants are to observe physical distancing requirements as per Queensland Health guidelines.

I agree to not participate in the event if I:

- am unwell
- have been in close contact with a known active case of COVID-19
- have COVID-19 symptoms
- have travelled overseas in the previous 14 days
- have been to a declared COVID-19 hotspot in the previous 14 days

I acknowledge Council may need to change the event format, course or other Fun Run conditions at its discretion. If this occurs, these terms and conditions apply to the changed conditions.

I acknowledge that Council reserves the right to refuse my application.

I have read this participant waiver form, fully understand its terms, understand that I have given up substantial rights by agreeing to it, have agreed to it freely and voluntarily and intend my acceptance of these terms to be a complete and unconditional release of all liability owed by the releases to me and to confirm my acceptance of all the terms contained in this participation waiver form.