

## PARTICIPANT'S AGREEMENT

### WARNING - This is a legal document that affects your rights

This form must be fully completed and returned to Untamed Border Run prior to participating in any running event organised by Untamed Border Events Inc.

#### Definitions:

**Event** means the Untamed Border Run

**Organiser** means Untamed Border Events Inc.

**I/Participant** means the person named below as the Participant and includes their executors, administrators, heirs, next of kin, successors, and assigns.

**Volunteer** means any person organising, officiating at or assisting on behalf of Untamed Border Events Inc.

#### **Operative provisions**

1. I understand and acknowledge that by participating in any trail or country road running event I am undertaking a dangerous activity which may involve running in isolated and remote bush areas and on tracks or slashed paddocks. I am fully aware of the potential hazards and inherent risks involved in participating in the Event and I acknowledge that there is a risk of injury to myself (including permanent injury, mental injury, paralysis, and death) and damage to or loss of my property. I further acknowledge that the potential hazards and inherent risks include but are not limited to the following: the remoteness from assistance or medical aid, injuries by animals including reptiles, the strenuous physical nature of off trail running, the possibility of a participant becoming lost, vehicular traffic, the actions of other participants and spectators, weather conditions, physical conditions such as hypothermia and heat exhaustion, the condition or suitability of my equipment.
2. I confirm that I have sufficiently trained for the Event and have the necessary level of competence in the skills required and suitable equipment to participate in the Event that is safe both to myself and to all other participants.
3. I DECLARE that I am medically and physically fit and that I have not been advised otherwise by a qualified medical person. I will immediately notify the Organiser in writing of any change to my medical condition, fitness, or my ability to participate. I understand and accept that the Organiser will continue to rely upon this declaration as evidence of my fitness and ability to participate.
4. I certify that the organisers have been advised of any relevant pre-existing medical conditions and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of my participation in the Event, regardless of whether the treatment is given.
5. In consideration of being allowed to participate in the Event I on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns: INDEMNIFY AND HOLD HARMLESS, WAIVE, RELEASE AND DISCHARGE the following persons or entities: Untamed Border Events Inc., sponsors, Volunteers, community organisations, and all State, Federal and Local Government authorities in whose jurisdiction the Event may be staged and the owners, licensees or occupiers of any property upon which I may enter during the Event and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personnel appointed or involved in the Event from any and all liability for death, illness, disability, personal injury, property damage, property theft or loss and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my traveling to and from the Event including any claim by me and any person assisting or accompanying me.
6. I acknowledge that I am responsible for the safety and security of my personal possessions and equipment at all times during the Event.
7. I accept the communications search, rescue and medical aid arrangements put in place by the Organisers and I acknowledge and agree that in the first instance I am responsible for the provision of first aid to myself and those around me. As a competitor in the Event, I am responsible for myself. I hereby consent to receiving any medical treatment that the event Organiser reasonably considers necessary or desirable for me during my participation in the Event. I also agree to reimburse the event Organiser for any costs or expenses incurred in providing me with medical treatment.

8. I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by the Organiser who may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Organiser using my name, image, likeness and also my performance in the Event, at any time by any form of media, to promote the Event and or the Organiser.
9. I acknowledge that any Event insurance arranged by the Organiser may cover public liability and does not cover me whilst participating in this Event. I am responsible for my personal accident insurance and ambulance cover.
10. I acknowledge that the Organisers reserve the right to alter the advertised course if prevailing conditions warrant a course alteration or to cancel the Event due to weather conditions, denial of access, natural disaster, acts of god, terrorism, war or any other reason deemed reasonable by the Organisers, and my entry fee will be refundable should the Event be cancelled for any of the above reasons.
11. I agree and acknowledge that as a participant and in the interests of my own safety and wellbeing, I will abide by all instructions and directions issued by the Organiser or the event Volunteers and I agree to abide by any Event rules made by the Organiser and the directions of Volunteers and I understand that my entry may be voided if through my actions or my behaviour in the opinion of the Organisers, I break any of the rules or I pose a risk to any other competitor or bring the Event or the Organiser into disrepute. I further understand that the Organisers reserve the right at their absolute discretion to reject any entry without giving reason.
12. I agree and acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be implied. I acknowledge that these implied terms and rights and any liability of the Event Organiser and all persons or entities indemnified under clause 5 flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the event Organiser will, at the Organiser's discretion, be limited to the resupply of the services or payment of the cost of having the services supplied again.
13. I acknowledge and agree that if any provision of this agreement is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity of unenforceability. Such severance does not affect the remaining provisions of this agreement or affect the validity or enforceability of it in any other jurisdiction.
14. By signing this agreement, I acknowledge that I have read, fully understood, acknowledge and agree to the above declaration including warning, exclusion of implied terms, release and indemnity and I also confirm that I understand that I have given up substantial rights by signing this agreement, and sign it freely and voluntarily without any inducement.