

The McLaren Vale Marathon Waiver

In registering for the McLaren Vale Marathon (Event), I agree with Great Southern Runs Pty Ltd (Organiser) that:

1. The information I have supplied in registering for the Event is true and correct and I understand that any false information which may be found to have been deliberately provided by me, may lead to my disqualification from the Event.
2. I waive, release and discharge the Organiser and the Event sponsors (including, but not limited to, Leconfield and Richard Hamilton Wines, City of Onkaparinga and Department for Infrastructure & Transport (Sponsors)) and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my attendance at or participation in the Event.
3. I also waive, release and discharge the Organiser and Sponsors and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I or any person under my care may have (including for negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by me. This includes, but is not limited to, children in prams (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my or their attendance at or participation in the Event. I agree to take all necessary precautions and actions to ensure any child or person accompanying me, whether in a pram or not, is safe.
4. I indemnify and will keep indemnified the Organiser and each Sponsor against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in my care.
5. I declare that I am physically fit and have trained sufficiently to participate in and complete the Event. I further attest and verify that I do not have any physical or intellectual impairment that may make my participation unsafe for myself or others.
6. I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the Event.
7. I consent to the free use of my name and pictures of me in any broadcast, telecast and print by the Organiser and/or the Sponsors in relation to the Event.
8. I agree to adhere to all event rules and conditions. I understand that I must follow the approved course (endeavouring to keep to the left side of the road at all times, unless directed to do otherwise), observe normal traffic rules and obey all directions and instructions given by event officials and the police. The event organisers reserve the right in their discretion to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of the organisers, I am unable to complete the event within the cut-off times where the Organiser will not be required to refund entry fees in such circumstances. I accept that Event officials may direct my withdrawal if I fall behind the pace required to complete the race within the cut-off times and I undertake to comply with

this direction. In these circumstances I will voluntarily remove myself from the course without liability to the Organiser and agree to be transported to the finish area.

9. I accept that I must wear the official race bib corresponding to the registration made in my name, and that the allotted number and sponsor's name can be seen for the duration of the event. No roller skates, roller blades, hand-cycles, geared vehicles, skateboards, bicycles, scooters, any animals, accessories that may cause injury or non-traditional form of running shoe will be permitted. I understand that starting before my assigned wave start time will result in disqualification.

10. I acknowledge that the Organiser or its representatives may remove me from the Event area and/or exclude me from participation in the event (i) on medical, health and safety grounds (including to prevent possible harm or injury to myself or any other person); (ii) to prevent damage to any property; (iii) if my behaviour is inappropriate, offensive, or abusive; or (iv) to prevent or arrest any form of unauthorized marketing.

11. I consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting my personal property) being conducted on me prior to my entry into and departure from any official Event sites.

12. I acknowledge that I am responsible for all property I bring to the Event and understand that the Organiser does not accept responsibility for any loss or damage to this property.

13. I agree to obey and accept the Event rules and any other instructions (whether announced on the day or otherwise) and understand that failure to do so may result in my removal from the event, with no refund given.

14. I undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti-Drug Agency (ASADA) and Athletics Australia (AA) and any other relevant authority or body in relation to the Event and will comply with all reasonable directions and decisions of the officials and other representatives of ASADA, AA and the Organiser.

15. I have not knowingly used any substance for the purpose of enhancing my performance at the Event and will not use any substances prohibited by the rules of AA or any other relevant authority or body. If applicable, I will check with my physician to ensure medication that I am taking is not a prohibited substance.

16. I agree that the Organiser reserves the right to refuse entry into the Event on any grounds.

17. I agree that place-getters and prizes will be awarded on gun time, which is the time the race starts until the finish, i.e. the first participant across the finish line. If there are multiple wave starts, it is the responsibility of the participant to position themselves in the first wave should they believe they have a chance of placing in a top 3 position.

18. Should I finish in a top 3 position or qualify for any other prizes in the Event, I agree that I will attend the Event presentation ceremony to accept any trophies, prize money or other prizes. Failure to attend the Event presentation ceremony may result in forfeiture of trophies, prize money and other prizes.

19. I acknowledge that basic refund insurance is included in my race entry fee, which provides for a refund of fees paid (less a \$10 admin fee) upon request up to 4 weeks before race day if I am unable to participate in the Event for any reason. My entry fee will not be refunded in the 4 weeks prior to race day, and no liability will attach to the Organiser or the Sponsors in relation to this. Enhanced refund

insurance is available for an additional fee, full details of which can be found at <http://greatsouthernruns.com>.

20. I accept that in the event that I am unable to participate in the Event that my race entry may not be transferred to another person.

21. I agree that should the Event be cancelled for any reason, my entry fee will not be refunded, and no liability will attach to the Organiser or the Sponsors in relation to this.

22. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered in the reasonable opinion of the Event medical officials to be advisable, before, during or after the Event. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by me as a result of my participation in the Event.

23. I consent to the Organisers entering my personal details contained into a database which will be used for the administration of the event, including to SMS event information to me if I have provided a mobile phone number. I also consent to my personal details being used to enable the Organiser to contact me regarding other similar events.

24. I attend and participate in the Event exclusively at my own risk. At all times I have the option of not participating or withdrawing from the Event at any time.

25. Emergency contact name and phone number must be provided during registration and written on the space provided on my race bib and I agree that the Organiser, or its medical representatives may contact that person and exchange my personal information with them in case of an emergency.

26. The Organiser does not guarantee the accuracy of any times or results published on the event website or elsewhere.

27. I hereby acknowledge that I have read, understood and accept these terms and conditions on behalf of all entries registered and agree to be bound by them in relation to my attendance at and participation in the Event.

28. The Race Director's decision is final, and no correspondence or disputes will be entertained.

29. I acknowledge that these terms and conditions may change from time to time at the discretion of the Organiser and without notice to me.

Privacy Statement:

The Organiser collects personal information from all entrants (including information from the Event registration form) for the purpose of staging the Event, for reasonably incidental purposes and to contact you regarding other similar events in future. Further, personal information will be provided to agents of the Organiser (including, but not limited to, Event Strategies) in order to allow participants to receive results, photos and videos (it will not be used for any other purpose by these parties). Personal information may be passed on to 3rd parties by the Organiser for the purposes of sending details of events, products, services and special offers that may be of interest to you, subject to your opt-in during the event registration process. The Organiser makes no other disclosure of entrants' personal information. If you do not provide all the information requested, the Organiser is not obliged to accept your entry and may not register you to participate in the Event. You may obtain access to your personal information or update your contact preferences by contacting the Organiser.