



## **PARTICIPANT AGREEMENT – WAIVER OF LIABILITY**

Please read these terms and conditions carefully. Your ability to participate in the Event is subject to your acceptance and agreement to these terms and conditions, including the waiver of liability. Note: Participants under the age of 18 can only participate if their parent / guardian accepts the terms and conditions on their behalf.

### **WARNING – THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS.**

#### **1. DEFINITIONS**

“Bella the Brave” means Bella the Brave Ltd ACN 657 904 231.

“Claim” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence.

“Event” means Run for a Cure.

“I” / “You” means the person completing the registration form to be a participant in the Event. Where the individual is under 18 years of age, “I” / “You” also refers to the consenting parent or guardian who must provide their consent.

#### **2. ACCEPTANCE OF RISK**

2.1 I understand the demanding physical nature of the event. I acknowledge that participating in the Event is a dangerous activity that involves the real risk of serious injury, physically or mentally, or even death from various causes which may include (but is not limited to): overexertion, dehydration, heart problems, heat exhaustion, venomous snakes, slips, trips or falls, disorientation, actions of other participants, spectators, volunteers or other road / footpath users, equipment failure, accidents caused by my own actions, the course, road, footpath, track and traffic conditions, inclement weather or unforeseen events. I assume the risk and responsibility for any personal injury or death arising from my participation in the Event.

2.2 I certify that I am physically fit and that I have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person that I cannot participate in the Event.

#### **3. RELEASE AND WAIVER OF LIABILITY**

3.1 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):

(a) waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence or breach of statute) 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 travelling to and from the Event the following person or entities: Bella the Brave, Event sponsors, volunteers, the owners / licensees / occupiers of any property upon which I enter and their respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and first aid personnel appointed for the Event;

(b) indemnify and hold harmless the persons or entities referred to in 3.1(a) from any and all liabilities, claims or actions (including negligence) whatever or however causes arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my support crew or any person assisting me.

3.2 The indemnity set out in clause 3.1.(b) may be pleaded as a bar to any claim.

3.3 I agree that participation in the Event is a dangerous recreational activity, as defined by the Civil Liability Act 2003 (Qld).

3.4 I understand that I am fully responsible for my personal possessions at the Event and that Bella the Brave is not responsible or liable for the repair or replacement of personal possessions whether lost, damaged, stolen or otherwise.

#### 4. LIMITATION OF LIABILITY

4.1 Notwithstanding clause 3 above, the Australian Consumer Law (ACL) contains certain consumer guarantees which are applicable to this Event and cannot be contracted out.

4.2 In the event of any liability arising due to a breach under the ACL, the liability of Bella the Brave will be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the good and in the case of services, the entry fee relating to the Event.

#### 5. INSURANCE

5.1 Bella the Brave has its own public liability insurance. This does not include personal accident insurance for participants. It is strongly recommended that you take out your own personal accident insurance cover for the event.

#### 6. PROVISION OF MEDICAL ASSISTANCE

6.1 I consent to receiving any first aid or medical treatment that the Event organisers or their authorised representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the Event.

#### 7. FEES

7.1 All fees associated with the Event, including the entry fee together with additional merchandise or charitable donations are to be paid at the time of entry into the Event.

#### 8. REFUNDS

8.1 Entry fees are non-refundable unless you are able to provide a valid medical certificate from a certified medical practitioner with a Medicare provider number no less than 10 business days prior to the Event.

8.2 For the avoidance of doubt, there will be no refunds given for any other items purchased at the time of entry into the Event, such as charitable donations.

8.3 Bella the Brave reserves the right to shorten, cancel or postpone the Event due to weather conditions, natural disaster, acts of God, terrorism, war or any other reason deemed appropriate by the organisers.

8.4. If conditions warrant the cancellation or postponement of the Event pursuant to clause 7.3, no refunds will be issued.

## 9. TRANSFERS

9.1 Entries are non-transferable.

9.2 Any attempt to transfer your entry to another person will result in cancellation of your entry without a refund.

## 10. COVID-19

10.1 Bella the Brave will take appropriate steps to minimise the risk of transmission of COVID-19.

10.2 If you have been diagnosed with COVID-19 in the seven days prior to the Event or if you are experiencing symptoms relating to COVID-19, do not attend the Event and contact the Event organisers to discuss further.

10.3 By attending the Event, you voluntarily assume all risks related to the exposure to COVID-19 and the indemnity and waiver set out in clause 3 applies.

## 11. PRIVACY

11.1 The information that you have provided as part of this application for entry into the Event will be used by Bella the Brave to facilitate the administration of the Event.

11.2 You consent to Bella the Brave using your name, image, likeness, voice, statement and also your performance in the Event (including the publication of your name and / or the Event result) at any time, to promote the Event or any future similar events by any form of media.

11.3 You consent to receiving electronic information from Bella the Brave prior to or after the Event, in relation to the Event or other events that Bella the Brave may be hosting.

## 12. MISCELLANEOUS

12.1 Bella the Brave has the right to instruct participants about rules and directions in connection with the Event. Participants may be disqualified if they break any of the rules or do not follow a direction given by a race official.

12.2 Bella the Brave does not warrant or represent that access to or participation in the Event will be uninterrupted or error free.

## 13. GOVERNING LAW

13.1 The law of Queensland governs the terms and conditions of this Agreement.

## 14. AMENDMENT

14.1 You agree and accept that Bella the Brave may vary the terms of this Agreement without prior notice to you.

## 15. SEVERANCE

15.1 If any term or condition (in whole or in part) is illegal or unenforceable, that term or condition (or part) is to be severed from the Agreement to the extent that it is illegal or unenforceable. The remaining terms and conditions continue to operate to its full force and effect.