

# PARTICIPANT TERMS AND CONDITIONS

## RACQ INTERNATIONAL WOMEN'S DAY FUN RUN

**Sunday 7 March 2021**

Entry into the RACQ International Women's Day Fun Run (the "Fun Run") is deemed to be an acceptance of these Terms and Conditions of Entry.

### Recitals

- A. "Mater Foundation" means Mater Foundation Ltd as trustee for Mater Foundation (ABN 96 723 184 640) 620 Stanley St, Woolloongabba QLD 4102
- B. "Fun Run" means the RACQ International Women's Day Fun Run to be held on Sunday 7 March 2021
- C. "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.
- D. "Releasees" means Mater Foundation and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, 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.

SUBMISSION OF THIS FORM, OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY, IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE FUN RUN.

### 1. Participant Details

I wish to participate in the Fun Run and understand that participation has inherent risks, including but not limited to risks to my personal health arising from the physical nature of the Fun Run.

### 2. Acknowledgement and Certification

- I am aware of the fitness level required to undertake the Fun Run and certify that I am physically capable of participating in 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 substance 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 but not limited to advanced 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.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Fun Run, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that the Mater Foundation recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- 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 Mater Foundation 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 (i.e., QAS) when deemed necessary by Mater Foundation or Event personnel and to notify my emergency contact if I am not able.
- I agree to take full responsibility and assume liability for any and all costs incurred as a result of my participation in the Fun Run.
- I understand that strollers and similar devices must meet Australian Safety Standards and have appropriate safety restraints.
- I acknowledge that Mater Foundation have instituted its rules and safety procedures for the protection of the participant and co-participants. I confirm that prior to participating in Fun Run that I will familiarise myself with those rules and safety procedures and follow them throughout the event. I agree at all times during the Fun Run to comply with the directions of anyone appointed or permitted by the Foundation to organise the Fun Run, following all traffic and road laws including directions by Police, Mater Foundation staff and volunteers and recognise that Mater Foundation personnel may halt my participation (and, if necessary, have me removed from the course and premises) if my participation, conduct, or presence endangers myself or my co-participants

### 3. Fundraising

I understand that all donations processed by Mater Foundation are non-transferable and non-refundable, even if I do not participate in the event.

I understand and acknowledge that if I hold any fundraising activities in conjunction with or related to the event I agree to the below requirements:

- A. All raffles and similar fundraising activities are to be conducted in accordance with relevant legislation in Queensland the Charitable and Non-Profit Gaming Act 1999. Queensland Government information available at: <https://www.business.qld.gov.au/industry/liquor-gaming/gaming/not-profit-charitable/competitions-raffles-bingo>;
- B. Any activities where liquor is to be consumed or sold must be in accordance with relevant legislation. A Community Liquor Permit may be required and is available from OLGR for \$55.40 (one day fee) 21 days prior to the event. For more information please see <https://www.business.qld.gov.au/industry/liquor-gaming/liquor> raised on behalf of Mater Foundation should be held in a safe secure place, prior to being deposited directly into the Mater Foundation bank account;
- C. Mater Foundation and/or Mater Misericordiae Ltd will not be held responsible for any financial losses, damage to property or personal injury suffered as a result of the fundraising activities; and
- D. Any costs incurred by the organiser of a fundraising activity is at the expense of the organiser and not Mater Foundation.

#### 4. Waiver of Liability and Indemnification

In consideration of Mater Foundation accepting my entry into the Fun Run, 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 any loss or damage arising from a breach of contract and/or negligence by the Releasees.

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 howsoever arising, including as a result of any act, neglect or default caused by me during the Fun Run .

I acknowledge that under the Civil Liability Act 2003 (Qld), the Releasees will not be liable for any harm suffered by me due to the materialisation of an obvious risk to my participation in a dangerous recreational activity. I acknowledge that participation in the Fun Run is a dangerous recreational activity.

#### 5. Media and Photography

I grant to Mater Foundation 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.

I acknowledge my personal information, including photos, is collected, held and used by Mater Foundation for event coordination and administration purposes, Mater Foundation event marketing and Mater Foundation fundraising activities. Please contact us if you do not consent to Mater Foundation holding and/or sharing your personal information. Our privacy policy is available at [www.materfoundation.org.au/privacy](http://www.materfoundation.org.au/privacy).

#### 6. 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 fundraising and training goals. From time to time Mater Foundation may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than information that relates to this Fun Run) I can contact the Mater Foundation Supporter Operations team via [foundation@mater.org.au](mailto:foundation@mater.org.au) or by calling 07 3163 5666

I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Mater Privacy Policy I can contact the Mater Foundation Privacy Officer via email to: [FoundationPrivacy@mater.org.au](mailto:FoundationPrivacy@mater.org.au) or by calling 07 3163 8000.

Persons under the age of 18 will not receive be contacted regarding fundraising.

#### 7. T-Shirts

I acknowledge Mater Foundation has pre-ordered event branded T-shirts and I understand that best endeavours will be made to provide me with my preferred T-shirt size. Should my allocated size be unavailable the closest size will be allocated to me. I am aware that T-shirt exchange will only be possible after all other participants have received their T-shirts on the day.

## 8. Overall and Age Place Winners

I understand that overall and age place male and female winners (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) will be recognised at the Fun Run.

## 9. Majority Age

I affirm that I will be 18 years of age or older at the time of the Fun Run. If I am under the age of 18, I understand a parent or guardian must accept this Waiver and Release of Liability on my behalf.

I have read and understood what is expected of me and I agree to adhere to the direction of Mater Foundation and/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.

## 10. Refunds

- A. I undertake to notify the Foundation of my inability to participate in the Fun Run at the earliest possible opportunity. I acknowledge that I will not be entitled to any refund of my application fee if I withdraw and that, once accepted, my application to participate and my application fee cannot be transferred to another person.
- B. If you are unable to attend due to COVID-19 please contact us to discuss a refund. Refunds will not apply to patrons attending the event who are asked to leave due to displaying symptoms of COVID-19 or failure to comply with COVID-19 guidelines.

## 11. Cancellation and Changes

I acknowledge that Mater Foundation 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 Mater Foundation will use reasonable efforts to minimise the cost to me, but I acknowledge that certain costs may not be refunded.

I acknowledge Mater Foundation 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 Mater Foundation reserves the right to refuse my application and refund the registration fee back to me.

## 11. Covid Safe Acknowledgement

I acknowledge that 'Mater Foundation' have instituted its rules and safety procedures (including COVID Safe arrangements) for the protection of the participant and co-participants.

I confirm that prior to participating in this Event that I will familiarise myself with those rules and safety procedures and follow them throughout the event. I also recognise the authority of the Mater Foundation to halt my participation if my participation, conduct, or presence endangers myself or my co-participants.

## 12. Acknowledgement of Understanding

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read these Terms and Conditions, including the Waiver of Liability and Indemnification, and fully understand its contents. I am aware that this is a release of liability and binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue.

I acknowledge that I am accepting this Waiver and Release freely and voluntarily, and intend by accepting to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand if I am under 18 years of age, a parent or guardian must accept these Terms and Conditions and Waiver of Liability and Indemnification on my behalf.