



Conquer the Course
Charity Walk and Fun Run
26 May 2019

Terms and Conditions

These terms and conditions apply to your participation in Conquer the Course (“Event”).

- 1 **Event organiser** the Event is organised by Peninsula Home Hospice (ACN 153 071 928) of 327 Main Street Mornington, VIC, 3931, and its officers, employees, agents, contractors and sponsors (together “PHH”).
- 2 **Acceptance of application:** If my application is accepted by PHH, I may participate in the Event subject to complying with these terms and conditions issued by PHH. On acceptance, these terms and conditions form a contract between me and PHH.
- 3 **Directions:** I understand that I must follow the approved course, observe traffic rules and obey all directions and instructions given by PHH, Event officials and the police.
- 4 **Participant to arrange insurance:** I acknowledge that it is in my own interests to obtain personal insurance to cover my participation in the Event at my own cost. While PHH holds insurance for the Event, I acknowledge that PHH’s insurance may not be relied on to cover me for any injury, loss or damage I sustain. I acknowledge that PHH has not advised as to the suitability of any insurance.
- 5 **Declaration of fitness to participate:** I declare that I am and will stay medically and physically fit and able to participate in the Event. I am not, and will not, be a danger to myself or the health and safety of others. I will immediately notify PHH in writing of any change to my fitness and ability to participate. I acknowledge that PHH will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- 6 **Participation at own risk:** I accept and assume responsibility for the inherent risks in the Event. I am aware that as the Event involves long distance running, it is an inherently dangerous undertaking and I freely and voluntarily participate at my own risk. The risks I will be exposed to during the Event include, but are not limited to, overexertion, equipment failure, dehydration, serious accidents and weather conditions. Such risks often occur and may result in personal injury, death or property damage.
- 7 **Consent to medical treatment:** I consent to receiving any medical treatment that PHH consider reasonably necessary or desirable during or after the Event. I will reimburse PHH for the cost of providing such medical treatment.
- 8 **Official bib:** I acknowledge that I must wear the official race bib corresponding to the registration made in my name on my chest such that the allotted race number, start group, and sponsor names on face of bib can be seen for the duration of the Event.
- 9 **Use of drone is prohibited:** I acknowledge that the use of any type of drone is prohibited at the Event.
- 10 **Dogs:** I acknowledge that dogs are not permitted at the Event.
- 11 **Bicycles:** I acknowledge that bicycles are not permitted at the Event.
- 12 **No refund or transfer of fees:** I acknowledge that the Event entry fees cannot be refunded or transferred.
- 13 **Use of name, image and voice:** I grant PHH and the contractors and suppliers engaged by PHH in connection with the Event a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Event. I acknowledge that the official Event results list, published publically, will display my name, corresponding Event number and finish time.
- 14 **Exclusion of liability:** To the extent permitted by law, any statutory or other warranty, condition, description or representation, express or implied as to the Event is expressly excluded by PHH. If such liability cannot be excluded, then PHH’s sole liability in its absolute discretion is: (a) in the case of goods, to replace, repair or pay the cost of replacing the goods; and (b) in the case of services, to resupply the services or pay of the cost of having the services supplied.

15 **Limitation of liability in relation to supply of recreational services:**

Warning under the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

- 16 **Release and indemnity:** I acknowledge and agree that due to the nature of the Event, it would be unreasonable for PHH to be in any way responsible for any injury or death to a participant. I, to the extent permitted by law: (a) release and forever discharge PHH from all Claims that I may have or may have in the future but for this release arising from or in connection with the Event; and (b) indemnify and will keep indemnified PHH in respect of any Claim by any person (including another participant in the Event) arising from or in connection with the Event. In this clause 16 "Claims" includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence but does not include such claims made by any person entitled to make a claim under a relevant Event insurance policy.
- 17 **Weather and unexpected conditions:** I acknowledge that the Event may be affected by weather and unexpected matters beyond PHH's reasonable control. In the event of extreme weather conditions or unexpected matters, PHH reserves the right to suspend, change or cancel the Event in the interest of participant safety. In such cases, PHH is not liable to you as a result of such suspension, change or cancellation and is not obliged to restage the Event. I acknowledge that PHH will use all reasonable efforts to conduct the Event as planned if safe to do so.
- 18 **Security of possessions:** I am responsible for the security of my personal possessions (including valuable items) at all times during the Event in all areas. PHH will not be liable for any loss or theft of my personal possessions.
- 19 **Privacy:** I acknowledge that PHH collects personal information for the administration of the Event and for future marketing and promotional purposes relating to PHH. I acknowledge that PHH may disclose and use my personal information in accordance with PHH's privacy policy available at <https://conquerthecourse.com.au/>.
- 20 **No change to terms and conditions:** These terms and conditions are reasonably necessary to enable PHH to promote and conduct the Event.