

WAIVER AND INDEMNITY FROM

In consideration of Gunnedah Health and Fitness Inc. (ABN 87 628 556 187) (the Organiser) accepting my application to participate in Events coordinated by the Organiser from the date of this Waiver, **I AGREE** to be bound by the Terms and Conditions set out below when participating in Events.

DEFINITIONS

In this document:

- “Organiser” and “the Organiser” means Gunnedah Health and Fitness Inc (ABN 87 628 556 187).
- “Event” means Gunnedah Health and Fitness Inc ‘Run Club/s’ including all categories and distance options.

TERMS AND CONDITIONS

1. Preliminary

- a. I will participate in a safe and responsible manner at all times, taking care not to risk my own welfare, the welfare of other participants, or the welfare of the Organiser.
- b. I will comply with all reasonable directions given to me by a representative of the Organiser during Events.
- c. I acknowledge that I am responsible for my personal accident insurance and ambulance cover.

2. Assumption of Risk (Risk Warning)

- a. I acknowledge that participating in Events on roads, footpaths, trails and at other venues can be a dangerous activity and can involve inherent risks. Such risks to include, but are not limited to, the risk of personal injury to myself and others.
- b. I am aware of the risks referred to in clause 2(a) and I acknowledge that accidents causing permanent injury, mental injury, paralysis and death, damage to my property and economic loss can and do happen at any time and anywhere. I acknowledge that my participation in Events is at my own risk.
- c. I am responsible for ensuring that I have adequately and appropriately prepared myself both physically and mentally before participating in Events.
- d. In my judgment I have sufficient fitness, competence, experience and equipment to participate in all Event activities in a manner safe to myself and others.

3. Release and Indemnity

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:**
- i. Gunnedah Health and Fitness Inc. and its assignees;
 - ii. Event sponsors;
 - iii. Event producers;
 - iv. volunteers;
 - v. community organisations;
 - vi. all State, Federal and Local Government authorities in which the Event may be staged; and
 - vii. the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for the Event, 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 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 travelling to and from the Event;
- b. **INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned in paragraph 3 (a) from any and all liabilities, claims or actions (including negligence) whatsoever or however caused 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;
- c. **AGREE THAT**, to the maximum extent permitted by law, my right to sue for personal injury and death or damage to property caused by any breach (that does not constitute a reckless breach by the Organiser) under any applicable legislation is excluded.

4. Medical Disclosure

- a. I refer to clause 2 (d) and affirm I am medical healthy and have the physical fitness to participate in the Event, safety.
- b. I agree to disclose any pre-existing medical conditions that may affect my ability to participate in the Event safely. I understand that failure to disclose such conditions may result in increased risk of injury or harm to myself and others. I acknowledge that the Organiser reserves the right to deny my participation in the Event if it is deemed that my medical condition poses a significant risk. I further agree to provide any necessary medical information or documentation as requested by the Organiser to assess my fitness for participation, prior to engaging in the Event. I understand that the Organiser will keep all disclosed medical information

confidential and will only use it for the purpose of assessing and monitoring my safety and the safety of other participants during the Event.

5. Images

I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Gunnedah Health and Fitness Inc., its sponsors or assigns without payment or compensation.

6. Acceptance

By signing this document, I acknowledge that have read this assumption of risk and I fully understand its terms and agree to abide by those terms above. I understand that I have the right to obtain independent legal advice prior to signing. I signed the document freely and voluntarily without any inducement made to me and intend my signature or other acknowledgement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

7. Confidentiality

The Organiser agrees to keep confidential any personal information provided by the Participant and not disclose it to any third party without the Participant's consent, except as required by law. The Organiser will take all reasonable steps to protect the personal information from misuse, loss, unauthorised access, modification, or disclosure. The Participant acknowledges that the Organiser may be required to disclose personal information to third parties such as medical personnel in the event of an emergency or as otherwise necessary to ensure the safety and well-being of the Participant during the Event.

8. Severability

Severability. If any provision of this agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to render it valid, legal, and enforceable, or if no such modification is possible, then it shall be severed from this agreement, and the remaining provisions shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been included.

9. Signed Consent

Participant consent:

Participant Full Legal Name

Participant Signature

Date

Parental consent (Parental consent is required for any participants aged under 18 years of age).

Parent Full Legal Name

Parent Signature

Date

Witness to complete:

Witness Full Legal Name

Witness Signature

Date