## Coastal Sports and Fitness CSF (Coastal Track and Trail Runners CTTR)

## Acknowledgement, Release and Indemnity -Bottlebutt Bash Trail Run

This is an important document which affects your legal rights and obligations. You must read it carefully prior to entering 'Burrawan Bash Trail Run' (Event/Race). When you do your on-line entry, you will be asked to tick a box to confirm you have read and understood this form. This is a very important form for the race. All participants and late entries will be asked to sign one of these forms at Rego/Check-in. Please re-read it before coming to Rego/Check-in. You need to be aware of the risks of participating in the Event/Race.

In consideration of Coastal Sports and Fitness CSF and Coastal Track and Trail Runners CTTR (the "Event/Race Organisers") accepting my participation in any of 'Burrawan Bash Trail Run' (Event/Race) to be held at Burrawan SF 27th April 2019 (the "Event/Race") I Agree to this release of claims, waiver of liability and assumption of risk.

- 1. I have read and understood the relevant 'Burrawan Bash Trail Run' Competitor Briefing document and information relating to the Event/Race for 'Burrawan Bash Trail Run'.
- 2. I understand the demanding physical nature of the Event/Race. I declare, as a condition of entry to the Event/Race, that I have sufficiently trained for this Event/Race and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event/Race.
- 3. In the Event/Race that I become aware of any medical condition or impairment, or I am otherwise sick or injured prior to or during the Event/Race, I will withdraw from the Event/Race.
- 4. I acknowledge that participating in the Event/Race is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of trail running is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and are a reason for my participation in the Event/Race.
- 5. The Event Organisers CSF/CTTR may at their sole discretion, refuse Event Entry or cancel an event entry (with full refund) to any person for any reason whatsoever.
- 6. I acknowledge and understand that whilst participating in The Burrawan Bash Trail Run:
- I may be injured, physically or mentally, or may die from various causes including, but not limited to, over exertion, dehydration, cardiac arrest, slips, trips or falls, accidents with other participants, spectators and road users, or accidents caused by my own actions;
- My personal property may be lost or damaged;
- The conditions in which the Event/Race is conducted may vary without warning;
- I may cause injury to other persons or damage their property;
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event/Race.
- I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me;
- There may be no or inadequate facilities for treatment or transport of me if I am injured;
- 7. I agree that if I am injured or require medical assistance, the Event/Race Organisers may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event/Race Organisers. 'BottleButt Bash Trail Run' does not have personal accident insurance for Runners.

We recommend that you arrange your own personal accident insurance, ambulance cover and income protection insurance before participating in the Event/Race to cover any unforeseen personal costs you may incur due to ambulance trips, medical expenses or time off work due to injuries sustained whilst participating in the Event/Race. I agree that I am responsible for my own medical and ambulance insurance cover.

- 8. I understand that my medical history and personal information, collected as part of the entry process for the Event/Race will be made available, if I am evacuated from the Event/Race by Emergency Services, Medical Team or Operations Team, this personal information plus any new data entered by Event/Race staff will be supplied to the Emergency Services staff to enable my continued care.
- 9. I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by Coastal Sports and Fitness CSF/CTTR Coastal Track and Trail Runners, the sponsors, Event partners or assigns without payment or compensation.
- 10. I also agree that in the event I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Event/Race Organisers in respect to that injury or damage.
- 11. I agree to abide by the Event/Race Briefing Rules and the directions of all Event/Race officials.
- 12. I agree to release, indemnify and hold harmless the Event/Race Organisers (Coastal Sports and Fitness CSF/CTTR Coastal Track and Trail Runners), its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event/Race whether by negligence, breach of contract or in any way whatsoever. (This is an Event/Race. The Runners make use of facilities at their own risk and without express permission from Event/Race Organisers or the State Forest or Council Authorities.)
- 13. I acknowledge that my image may be taken by an Event/Race photographer and the Event/Race Photographer may contact me after the Event/Race to offer for sale images of me at the Event/Race.
- 14. I acknowledge that the Event/Race Organisers may change the advertised course without notice if the Event/Race Organisers deem this necessary. I also acknowledge that the Event/Race Organisers may cancel the Event/Race due to weather conditions, safety considerations, terrorism or 'acts of god' and in such circumstances my entry fee will be non-refundable.

## **15.REFUND POLICY**

If you can't find anyone to replace you and would prefer a refund of your entry fee we are able to provide:

50% refund if you advise us by email before the late entry fee date (11:59PM Friday 1st March 2019).

No monetary refund if you advise us after 11:59PM Friday 1st March 2019.

In the event that the event course is, in the opinion of the event organisers, unsafe (for example by reason of heavy rain, high winds, bushfires, "acts of god"), organisers may, in their sole discretion, attempt to re-route the course, find an alternative shortened course or cancel the event. Organisers also reserve the right to cancel the event for any other reason which may include but is not limited to terrorism and war. If the event is cancelled, re-routed or shortened, no refund or transfer to another event will be made. Due to the scale of the event and travel & commitment involved by competitors, it is not practical to re-schedule the event to any other weekend.