

Declaration, Waiver and Indemnity.

This is to be read in conjunction with the entry form

In consideration of accepting this entry and allowing me to participate in the City-Bay Fun Run Committee Inc (Event), I the undersigned (for myself, my heirs, executors and administrators) agree with the Organiser and each Event Sponsor that:

1. I waive, release and discharge SA Fun Run Inc (Organiser) and the event sponsors including but not limited to Advertiser-News Weekend Publishing Company Pty Limited (Sunday Mail), Advertiser Newspapers Pty Ltd (The Advertiser), Athletics Association of South Australia Inc and Athletics Australia Ltd as Event Sponsors and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my attendance at or participation in the Event.
2. I also waive, release and discharge City-Bay Fun Run Committee Inc (Organiser) and the event sponsors including but not limited to Advertiser-News Weekend Publishing Company Pty Limited (Sunday Mail), Advertiser Newspapers Pty Ltd (The Advertiser), Athletics Association of South Australia Inc and Athletics Australia Ltd as Event Sponsors and each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I or any person under my care may have (including for negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by me. This includes but is not limited to **children in prams** (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my or their attendance at or participation in the Event. I agree to take all necessary precautions and actions to ensure any child or person accompanying me, whether in a pram or not, is safe.
3. A condition of entry to the Event is that you may need to pass Event security conducting on the spot bag checks and random frisk searches. The Event Organisers and/or their agents may deny access to anyone who refuses to comply with Event security. Any such person will not be entitled to a refund.
4. I indemnify and will keep indemnified the Organiser and each Event Sponsor against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in my care.
5. I declare that I am physically fit and have trained sufficiently to participate in and complete the Event.
6. I consent to the free use of my name and pictures of me in any broadcast, telecast and print by the Organiser and/or the Event Sponsors in relation to the Event.
7. I agree to adhere to all event rules and conditions. I understand that I must follow the approved course (endeavouring to keep to the left side of the road at **ALL** times), observe normal traffic rules and obey all directions and instructions given by event officials and the police. The event organisers reserve the right in their discretion to

reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of the organisers, I am unable to complete the event within the cut-off times where City-Bay Fun Run Committee Inc will not be required to refund entry fees in such circumstances.

8. I accept that I must wear the official race bib corresponding to the registration made in my name, and that the allotted number and sponsor's name can be seen for the duration of the event. No roller skates, roller blades, hand-cycles, geared vehicles, skateboards, bicycles, scooters or accessories that may cause injury will be permitted. I understand that starting before my assigned wave start time will result in disqualification.
9. I acknowledge that the Event organisers or its representative may remove me from the event area and/or exclude me from participation in the event (i) on medical, health and safety grounds (including to prevent possible harm or injury to myself or any other person), (ii) to prevent damage to any property, (iii) if my behaviour is inappropriate, offensive, or abusive, (iv) to prevent or arrest any form of unauthorised marketing, including ambush marketing.
10. I agree to obey and accept the Event rules and any other instructions (whether announced on the day or otherwise) and understand that failure to do so may result in my removal from the event, with no refund given.
11. I agree that the City-Bay Fun Run Committee Inc Office reserves the right to refuse entry into the fun run on any grounds.
12. **I agree that should the Event be cancelled or if I do not participate in the Event for any reason, my entry fee will not be refunded, and no liability will attach to the Organiser or the Event Sponsors in relation to this.** In the event that a person is unable to compete in the Event, a participant transfer option may be available for the same Event, on returning of the race bib and/or contacting our office.
13. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered in the reasonable opinion of the Event medical officials to be advisable, before, during or after the Event.
14. I consent to the Organisers entering my personal details contained into a database which will be used for the administration of the event, including to SMS event information to me if I have provided a mobile phone number. I also consent to my personal details being used in the following ways:
 - To enable City-Bay Fun Run Committee Inc to contact me regarding this event for marketing purposes and other similar events.
 - To enable Marathon Photos to email me photos taken during the race which are available to purchase.
 - To enable NewsCorp to contact me regarding activating my complementary three month digital subscription to www.advertiser.com.au.
15. I attend and participate in the Event exclusively at my own risk. At all times I have the option of not participating or withdrawing from the Event at any time.

16. I agree to walk and not to run if I am registered as a walker. If I intend to run and walk, then I will register as a runner.
17. If I register for the half marathon, I understand that I have been advised to have a pace of 7minutes per km. This ensures that I will not clash with the 12km runners at the 12km start line.
18. If I am registered to take part in the 3km Dog Walk I must:
 - Keep my dog/s on a lead at all times and the lead must be no longer than 2 metres.
 - Only bring my dog if he/she is well socialised with other dogs/people.
 - Ensure my dog is healthy and able to walk 3km (if you are unsure, please ask your vet).
 - If my dog has an existing health condition, I will consult with my vet before signing them up.
19. In relation to donations, I understand that **Everydayhero** manage the online donations and I consent to City-Bay Fun Run Committee Inc sharing my personal information with Everydayhero for this purpose. Please refer to the everydayhero website, (<http://www.everydayhero.com.au/help/> home), for details of fees and charges, and full terms and conditions.
20. Emergency contact name and phone number must be written on the space provided on my race bib and I agree that the Event organisers, or its medical representatives may contact that person and exchange my personal information with them in case of an emergency.
21. **The organisers do not guarantee the accuracy of any times or results published on the event website, on the Advertiser website, Adelaidenow.com.au, or elsewhere. Please note, the results will not be published in the Advertiser newspaper.**
22. I hereby acknowledge that I have read, understood and accept these terms and conditions and agree to be bound by them in relation to my attendance at and participation in the Event.
23. The **Race Director's** decision is final, and no correspondence or disputes will be entertained.

Privacy Statement: The Organiser stages this Event to benefit the sport of athletics and for the benefit of Athletics Australia Ltd. The Organiser collects personal information from all entrants (including information on the Event entry form) for the purpose of staging the Event, and for reasonably incidental purposes. You should be aware that the Organiser has agreed to provide this information to Athletics Australia Ltd as a condition of your entry into the Event and it may be used to contact you

regarding other similar events. Further, personal information will be provided to Marathon Photos and Telstra in order to allow participants to receive race day photos and videos (it will not be used for any other purpose by these parties). The Organiser makes no other disclosure of entrants' personal information. If you do not provide all the information requested, the Organiser is not obliged to accept your entry and may not register you to participate in the Event. You may obtain access to your personal information by contacting the Organiser via the details appearing on the entry form. Please complete if you do not wish your personal information to be used for the following purposes after the Event:

Signed:.....Date:.....

Waiver & Indemnity in respect of Minors:

*For children under the age of 18 years participating in the fun run on the day of the Event, this section MUST be signed by a parent or guardian of the entrant.

I, certify that I am the parent/guardian of

..... (the Minor) who will be years

of age on the day of the Event. I confirm that the Minor has my consent to attend at and participate in the Event.

In consideration of accepting the Minor's application and allowing the Minor to participate in the Event, I hereby agree (for myself, my heirs, executors and administrators) with the Organiser and each of the Event Sponsors: 1. to give the same waiver, release, discharge and indemnity as set out in clauses 1 and 2 above in respect of the Minor; and 2. (in addition to clauses 1 and 2 above) that I have read, understood and accept the terms and conditions set out in clauses 3 to 15 above and agree to be bound by them in relation to the Minor's attendance at and participation in the Event.

Signed:.....Date:.....

.....Date:

Signature of Parent/Guardian