



**Westpac City-Bay Fun Run  
Presented by Sunday Mail  
8<sup>th</sup> November 2020**

**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 City-Bay Fun Run Committee Inc (Organiser) and the event sponsors including but not limited to Westpac Banking Corporation, 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. 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.
4. To the best of my knowledge, I am not suffering from a condition which would prevent and/or render me unfit to participate in the Event. I declare that I am physically fit and have trained sufficiently to participate in and complete the Event. I understand all entries are non-refundable for non-starters and non-finishers.
5. 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.
6. I am responsible for all property I bring to the Event and Event sites and acknowledge that City-Bay Fun Run Committee Inc, the event owner, accepts no responsibility for any loss or damage to this property.
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 have not followed direction of Officials/Marshals. 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.
9. I agree to undertake health checks at all entry points into the event containment areas and will comply with current government requirements published at –

Australian Government Department of Health <https://www.health.gov.au/news/health-alerts> and South Australian Government SA Health - Coronavirus Disease 2019 (COVID-19) at <https://www.sahealth.sa.gov.au>.

10. I agree to maintain physical separation of 1.5 metres from other persons and use hand sanitisers and **acknowledge that I will be required to supply my own fluid replacement (water, electrolyte).**
11. No roller skates, roller blades, hand-cycles, geared vehicles, skateboards, bicycles, scooters, any animals, or accessories that may cause injury will be permitted.
12. City-Bay Fun Run Committee Inc reserves the right to change or modify any part of the Event including the date, course and/or location at any time and from time to time without personal notice to the Participant. Details of any such changes will be published on the Event website, the Event Facebook page, Event e-newsletter and/or other media.
13. 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.
14. 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.
15. I declare that all the information supplied by me in the registration process is true and correct. I agree that registration in the Event is personal to me and that no other person is permitted to participate in the Event in my place.
16. I agree that the City-Bay Fun Run Committee Inc Office reserves the right to refuse entry into the fun run on any grounds.
17. **I agree that should that 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.
18. I release City-Bay Fun Run Committee Inc (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents) from any claim and from any liability (to the extent permitted by law) for or as a result of cancellation of the Event due to Government directives and laws relating to Coronavirus Disease 2019 (COVID-19).
19. In the event that the Event is cancelled prior to 30 October 2020 due to Government directives and laws relating to Coronavirus Disease 2019 (COVID-19), I acknowledge that 75% of the entry fee is refundable with the remaining portion to be retained by City-Bay Fun Run Committee Inc due to incurred administration costs. Entry fees can be deferred to the 2021 event only and cannot be claimed for subsequent years. Deferrals can only be made up until 30<sup>th</sup> October 2020 and by deferring my entry, I acknowledge that I am no longer able to participate in the 2020 Event and any deferred credit will not be refunded and cannot be transferred to another person. Any 2020 participant who elects to defer their entry to 2021 will automatically be transferred to the 2021 event and will be registered in the same distance. Entries that are deferred from the 2020 event to the 2021 event are subject to the same declaration, waiver and indemnity agreement.
20. City-Bay Fun Run Committee Inc reserves the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of City-Bay Fun Run Committee Inc, I will not be able to complete the Event within the cut-off times. City-Bay Fun Run Committee Inc will not be obliged to refund any portion of the entry fee in such circumstances.
21. I acknowledge that the Athletics Australia Ltd Anti-Doping Policy (ADP) applies to this Event. I agree that I have had the opportunity to review the Athletics Australia Ltd ADP. I agree to comply with all applicable regulations, laws and rules of AA and the Australian Sports Anti-Doping Authority (ASADA) and any other relevant authority or body in relation to the Event. I also agree to comply with all reasonable directions and decisions of the officials and other representatives of ASADA, AA and City-Bay Fun Run Committee Inc.
22. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered reasonable in the opinion of the Event medical officials, before, during or after the Event.
23. 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:
  - a. To be provided to SA Health to assist with contact tracing.
  - b. To enable City-Bay Fun Run Committee Inc to contact me regarding other similar events.

- c. To enable Marathon Photos to email me photos taken during the race which are available to purchase.
24. 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.
25. 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. Each competitor must assemble behind the designated starting line, await official start, and then proceed on the approved Event course. I understand that starting before my assigned wave start time will result in disqualification. I acknowledge that entry into the Event course after the indicated cut-off time or prior to the official start will result in disqualification.
26. In relation to donations, I understand that **GRASSROOTZ** manage the online donations and I consent to City-Bay Fun Run Committee Inc Sharing my personal information with **GRASSROOTZ** for this purpose. Please refer to the Grassrootz website. (<https://citybay20.grassrootz.com/join>) for details of fees and charges, and full terms and conditions.
27. 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.
28. 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.
29. 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.
30. I acknowledge that if I select to become a member of a team, the team manager will have access to download my personal details, including my name, contact telephone number, email address and home address. As a team manager, I understand that my email address will be disclosed to my team members (but not to members of other teams).
31. The **Race Director's** decision is final, and no correspondence or disputes will be entertained.

Date	Sunday, 8 November 2020
Distance	21.1km,
Start time	6:00am
Start line cut off	6:10am
Start Location	Colley Terrace GLENELG
Finish Line	Colley Terrace GLENELG
Course Cut Off Time	12.00pm

Date	Sunday, 8 November 2020
Distance	12km,
Start time	8:00am
Start line cut off	9:30am
Start Location	King William Road ADELAIDE
Finish Line	Colley Terrace GLENELG
Course Cut Off Time	12.00pm

**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

**REMEMBER: NO ANIMALS ALLOWED - EXCEPT FOR GUIDE DOGS**