

Lumary City-Bay Fun Run  
Presented by Sunday Mail  
17<sup>th</sup> September 2023



### 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 Lumary ™ Care Management, 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 Lumary ™ Care Management, 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. Children 14 years and younger **CANNOT** compete in the **HALF MARATHON**.
4. Children 16 years and younger; adult supervision is strongly recommended throughout the duration of the Event.
5. People with disabilities should be supervised.
6. 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.
7. I declare that I am physically fit and have trained sufficiently to participate in and complete the Event. I acknowledge that by submitting an entry application form and participating in Lumary City-Bay Fun Run may involve real risks including but not limited to serious injury or even death from various causes including over exertion, dehydration and accidents with other participants, spectators, or road users. I voluntarily assume all risks associated with my entry application and participation in the Event or any activity associated with it. I consent to receiving any medical treatment that Event Organisers think necessary during or after the event.
8. I hereby agree to abide and follow all Covid-19 obligations set out by the SA Health <https://www.sahealth.sa.gov.au> and City-Bay Fun Run Committee Inc through their officers, Covid Marshals, and volunteers.

9. 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.
10. I agree to adhere to all event rules and conditions. I understand that I must follow the approved course (endeavouring to always 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.
11. 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, any animals (Except Guide Dogs) or accessories that may cause injury will be permitted. I understand that starting before my assigned wave start time will result in disqualification.
12. 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.
13. 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.
14. I agree that the City-Bay Fun Run Committee Inc Office reserves the right to refuse entry into the Lumary City-Bay Fun Run on any grounds.
15. **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.** If 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.
16. In the event of a force majeure (meaning any act, event or cause which is beyond the reasonable control of the Organiser, including any act of God, strike, lock-out, act of public enemy, civil commotion, war, blockade, riot, state of emergency, fire, earthquake, storm, flood, wash-out, explosion, government restraint or any form of government intervention or epidemic or pandemic) the Organiser may cancel the Event or change how the Event is scheduled or delivered and/or change certain elements of the Event, and in those circumstances I acknowledge that I have no claim against the Organiser for any loss or damage incurred by me related to cancellation or changes to the Event including but not limited to any travel, accommodation, training, medical, equipment and apparel costs.
17. 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.
18. 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 updates or other similar events.
  - To enable Marathon Photos to email me photos taken during the race which are available to purchase.
19. 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.
20. 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.

21. 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 contact **GRASSROOTZ**, for further information on donations at [support@grassrootz.com.au](mailto:support@grassrootz.com.au), for details of fees, charges, full terms and conditions.)
22. 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.
23. **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.**
24. 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.
25. 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:

..... Date:.....  
Signature of Entrant

**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:

- a. to give the same waiver, release, discharge, and indemnity as set out in clauses 1 and 3 above in respect of the Minor; and
- b. in addition to clauses 1 and 4 above that I have read, understood, and accept the terms and conditions set out in clauses 5 to 23 above and agree to be bound by them in relation to the Minor's attendance at and participation in the Event.
- c.

..... Date:.....  
Signature of Parent/Guardian

# REMEMBER: NO ANIMALS ALLOWED - EXCEPT FOR GUIDE DOGS

## Race Etiquette

- The use of headphones is discouraged in all races for the safety of all entrants.
- Always follow the directions of all race officials and emergency service personnel.
- Position yourself at the start line according to the Start Zone you nominated when completing your race entry. It is clearly printed on the front of your race number to allow a smooth start for all entrants. If you wish to run with friends/family and they are in a different Start Zone you may start in a slower zone than that printed on your race number
- Please do not stop or change directions suddenly.
- Keep to the left of the course to allow people to pass on the right.

## Weather Policy

The Lumary City-Bay Fun Run will monitor race day weather conditions to determine if extreme heat or other weather conditions will have an adverse effect on entrants and associated events. Through our duty of care to our entrants, we reserve the right to indefinitely cancel or delay an event/s at short notice in the interest of entrant safety. The hot weather policy is consistent with Sport Medicine Australia's [Hot Weather Guidelines](#) but entrants are reminded that they also have a duty of care to themselves and should only undertake the event if they are adequately prepared and medically fit.