

## **ATHLETIC & LIFESTYLE ENDEAVOURS PTY LTD ACKNOWLEDGEMENT, RELEASE AND INDEMNITY**

### **NOOSA ULTRA-TRAIL – TRAIL RUNNING FESTIVAL**

#### **Participants Agreement, Acknowledgement, Release and Indemnity**

This is an important document, which informs you of your legal rights and obligations. You must read it carefully prior to entering the event. During online registration you must tick a box to confirm you have read, understood and accepted the rights and responsibilities in this form.

You will be required to familiarise yourself with this document prior to the event to make yourself aware of the risks of participating. Only those participants doing a late entry transfer or participating in an organised Lifestyle Activity need to print and sign this form and bring to event registration.

In consideration of Athletic & Lifestyle Endeavours Pty Ltd (the “Event Organiser”) trading as Noosa Ultra-Trail accepting my participation in any of the Noosa Ultra-Trail running events (the “Event”) to be held in Noosa Shire Council, I agree to this release of claims, waiver of liability and assumption of risk.

1. I confirm that I have read and understood the Race Rules, Mandatory Gear requirements and information on the Event website relating to the Event.
2. I am fully aware of the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Event 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.
3. In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
4. I acknowledge that participating in the Event 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 is a reason for my participation in the Event.
5. I acknowledge and understand that whilst participating in the Event:
  - 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;
- I may cause injury to other persons or damage their property;
- The conditions in which the Event is conducted may vary without warning;
- 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;
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event

6. I agree that if I am injured or require medical assistance, the Event Organiser may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organiser. I agree that I am responsible for my own medical and ambulance insurance cover.

7. I agree to release, indemnify and hold harmless the Event Organiser, 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 whether by negligence, breach of contract or in any way whatsoever.

8. 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 Organiser in respect to that injury or damage.

9. I understand that my medical history and personal information, collected as part of the entry process for the Event will be made available to the event medical team and operations team. It will only be used to help staff look after me if I need help and care. If I am evacuated from the event by Emergency Services, this personal information plus any new data entered by event staff will be supplied to the Emergency Services staff to enable my continued care.

10. I agree to allow my name, results, photographs, image, videos, multimedia or film likeness to be used for any legitimate purpose by Athletic & Lifestyle Endeavours Pty Ltd, the sponsors, event partners, or assigns without payment or compensation.

11. I acknowledge that my image may be taken by an Event photographer and that Event photographer may contact me to offer for sale images of me at the Event.

12. I agree to abide by the Event rules and the directions of all Event officials.

13. I acknowledge that the Event Organiser may change any of the advertised courses without notice if the Event Organiser deem this necessary. I also acknowledge that the Event Organiser may cancel the Event due to weather conditions, safety considerations, terrorism or 'acts of god' and that in such circumstances my entry fee will be non-refundable.

14. The Event Organiser may, at their sole discretion, refuse entry or cancel an entry (with full refund) to any person for any reason whatsoever.

15. I understand that submission of my entry to the Event indicates consent to the conditions therein.