

Bravehearts 777 Marathon 2019

RELEASE, DISCLAIMER AND ACKNOWLEDGEMENT

In consideration of and as a condition of acceptance of entry in the Bravehearts 2019 777 Marathon, I acknowledge, understand and agree with the following:

Definitions:

Bravehearts = Bravehearts Foundation Limited including its employees, volunteers, sponsors, contractors and/or agents and/or service providers; Us

You = Bravehearts 777 Marathon 2019 Participant

The Event = Bravehearts 777 Marathon 2019

1. A legally binding agreement between the event organisers, Bravehearts and the intending participant ("I/me") is deemed to have commenced on acceptance by Bravehearts of my application to compete.
2. Participating in The Event may involve a real risk of serious injury or even death from various causes including but not limited to overexertion, dehydration and accidents with other participants, spectators or road users. I voluntarily assume all risks associated with my participation in The Event and/or any activity associated with it and will take all reasonable measures to protect myself from the risks of participation. I consent to receive such medical aid or treatment that may be deemed advisable by Event medical and paramedical personnel in the event of my injury, accident and/or illness during The Event.
3. I have trained/ I agree to train sufficiently for the Event and to the best of my knowledge, I am not suffering from any condition, illness, injury or other physical disability or impairment that may prevent and/or render me unfit to participate in The Event. I understand that Bravehearts may refuse to allow me to participate or continue participating in The Event if in the reasonable opinion of Bravehearts or its agents, it is necessary for my safety or the safety of others.
4. I understand and accept that Bravehearts reserves the right to refuse my application to register for any of the marathons at any time for capacity/field limit, safety, insurance or any other reason whatsoever.
5. I consent to identity verification checks, background security checks and any other reasonable security checks being conducted on me prior to my entry into and departure from any official Event sites.
6. I acknowledge that I am responsible for all property that I bring to The Event and understand that Bravehearts and its agents, contractors and suppliers engaged by Bravehearts in connection with The Event do not accept responsibility for any loss or damage to my property.
7. I release Bravehearts, including their directors, officers, employees, volunteers, sponsors, contractors and agents (each an Indemnified Person) from any liability (to the extent permitted by law) for any loss, injury, damage of any description whatsoever suffered in relation to my attendance and participation at The Event and I indemnify each Indemnified Person against all liability arising as a result of or in connection with my attendance and participation in The Event including any loss of personal property.
8. At The Event, I agree to comply with all the rules and directions of Event officials. When participating in The Event, I also agree to follow the approved course, complete in approved

times, observe normal traffic rules and obey all directions and instructions given by Event officials and police.

9. I understand that Bravehearts and the contractors and suppliers engaged by Bravehearts in connection with The Event reserve the right to alter the course and/or Event format, including changing the distance of the course due to any unforeseen circumstances. Such alterations may be due to the direction of councils, police or other organisations that are associated with the Event.

10. I agree that I may not participate in The Event with or using roller skates, roller blades, skateboards, bicycles, scooters, dogs/animals or any non-traditional form of running shoe.

11. In connection with The Event, I agree not to mislead Events officials, obtain an advantage by deception or otherwise act dishonestly and I will at all times act in good faith and in the best interests of Bravehearts.

12. I grant Bravehearts, and the contractors and suppliers engaged by Bravehearts in connection with The Event, a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with The Event. I acknowledge that the official Event results list, published publically, will display my name, corresponding Event number and finish time.

13. I agree that in the event of cancellation due to any reason outside the control of the Event organisers, including (without limitation) Act of God, storm, rain, flood, inclement weather, winds, the funds I will have raised shall not be refundable to me.

14. I understand that my entrant details are collected by Bravehearts for the purpose of conducting The Event and associated events, including but not limited to identifying participants in the Event, recording results, communicating with me and other participants about The Event and other associated events and to assist Bravehearts in improving and marketing its goods and services. I understand that by supplying Bravehearts with my e-mail address I agree to receive regular e-newsletter updates from Bravehearts in order to stay informed about The Event and Bravehearts' work. I may unsubscribe from said e-newsletters after The Event if I so elect.

15. I understand that if I breach (or am reasonably suspected of breaching) these terms and conditions, I may be disqualified from The Event and/or the details of my participation in The Event may be removed from any register, database or publication (publicly available or otherwise) associated with The Event, at Bravehearts' discretion.

16. I understand that as a parent or guardian for a participant in The Event (if applicable), I agree to the above for myself and on behalf of my dependant. In consideration of Bravehearts agreeing at my request to accept the entry of a minor race participant I further agree for myself, the participant, their heirs, executors and administrators to indemnify and keep indemnified Bravehearts (and their directors, officers, employees, volunteers, sponsors, contractors and agents) against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgements which the participant and/or I may have in respect of any death, injury, damage or loss sustained by the participant as the result of the participant's participation in The Event. I affirm that I have full authority on behalf of all living parents and/or guardians to sign this indemnity AND that this indemnity may be pleaded as a bar to any action claim demand suit or legal proceedings.

17. I understand that my personal information may be used for marketing purposes by Bravehearts in the future. Of which, I understand that I am able to withdraw from at any time and Bravehearts shall oblige to a reasonable extent within its powers.

18. I acknowledge that these terms and conditions may change from time to time at the discretion of Bravehearts.