

## EVENT RULES

By submitting an entry to this Event the Participant agrees (and in the case of participants aged under 18 their parent or guardian agrees on behalf of the Participant) that the Participant will be bound by the following conditions:

- (a) all participants must wear enclosed shoes, sun safe protective clothing and the use of sunscreen is recommended
- (b) no prams or strollers permitted on the trail run course
- (c) all participants must stay on the marked course, short cuts are not permitted
- (d) the Event will not be cancelled due to rain, except if Gladstone Regional Council ("GRC") deems the Event course unsafe due to heavy rain, high winds, severe storms or bush fires. If the Event is unable to proceed, GRC will seek to reschedule the Event
- (e) tickets are not transferable and no refunds will apply unless the Event is cancelled and not rescheduled.

## WAIVER AND INDEMNITY

In consideration of GRC accepting my entry into the Event, I:

- being at least 18 years old
- as parent or guardian of any participant under 18:

### 1. ACKNOWLEDGE AND AGREE THAT:

- 1.1 I participate/the Participant participates in the Event at my/his/her own risk;
- 1.2 The Event involves a race, requiring a moderate to high level of fitness, on a steep trail with inherent risks including but not limited to:
  - (a) physical or mental injury, impairment or death;
  - (b) dehydration, fatigue or heat exhaustion;
  - (c) conditions which may be hazardous and may vary without warning or predictability;
  - (d) other participants may act dangerously or lack skill;
  - (e) uneven and steep terrain.
- 1.3 I/the Participant will while participating in the Event:
  - (a) act in a safe and responsible manner;
  - (b) comply with the Event rules; and
  - (c) follow the directions of GRC staff.

### 2. WARRANT AND REPRESENT TO GRC THAT:

- 2.1 I have/the Participant has no pre-existing injuries or medical conditions and has the physical ability to complete the Event;
- 2.2 I am/the Participant is not affected by alcohol or drugs;
- 2.3 If I experience/the Participant experiences any pain or discomfort while participating in the Event I/the Participant will immediately cease participation.
- 3. I release GRC from and indemnify it against/the Participant releases GRC and indemnifies it against all claims for damages, loss, injury or death arising from my/the Participant's participation in all or any part of the Event however caused.

### 4. Definitions:

**"the Event"** means the trail run known as The Biondello Bolt,

**"GRC"** means Gladstone Regional Council, its successors and assigns, elected Councillors, officers, managers, employees, contractors and subcontractors.

## CONSENT

By submitting an entry to this Event the Participant agrees (and in the case of participants aged under 18 their parent or guardian agrees on behalf of the Participant) that the Participant:

- (a) gives Council, its employees and those acting with its authorisation, the right and permission to take photographs and video footage and to use and/or publish photographs and/or video of Participant on Council's website and social media channels;
- (b) waives any right to inspect or approve the finished video, photographs, advertising copy, or printed matter before use;

- (c) consent to the Participant's personal information being published on Council's website and social media and acknowledge that these sites may be accessed from outside Australia and may not be subject to privacy laws which provide the same level of protection as Australia.
- (d) Confirm that I have read this form before accepting and confirm that I fully understand its contents.
  - I confirm I have read and agreed to be bound by all of the above conditions.