

## **Terms and Conditions**

A legally binding agreement between the event organisers, Collingwood Football Club Ltd ("CFC") and the intending participant ("I/me") will be deemed to have commenced on acceptance in writing by CFC of my application to compete.

In consideration of and as a condition of acceptance of entry in the 2015 Family Fun Run and Walk (collectively, the "Event") on Saturday February 6, 2016 (the "Event Day"), I acknowledge and agree with the following:

- 1. Participating in the Event may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration, falls and accidents with other participants, spectators or road users. I voluntarily assume all risks associated with my participation in the Event 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.
- 2. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses (including transport by ambulance) incurred by me as a result of my participation in the Event.
- 3. I am physically fit and have sufficiently trained for the Event and to the best of my knowledge, I am not suffering from a 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 CFC may refuse to allow me to participate or continue participating in the Event if in the reasonable opinion of CFC it is necessary for my safety or the safety of others.
- 4. I understand that CFC reserves the right to refuse my application to register for any of the races making up the Event for capacity/field limit, safety or insurance reasons.
- 5. I consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting my personal property) 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 I bring to the Event and understand that CFC does not accept responsibility for any loss or damage to this property.
- 7. I undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Drug Agency (ASDA) in relation to the Event and will comply with all reasonable directions and decisions of the officials and other representatives of ADSA, and CFC.
- 8. I waive and discharge for myself, my heirs, executors and administrators, and release CFC (and their directors, officers, employees, volunteers, sponsors, contractors, affiliates and agents) from any liability (to the extent permitted by law) from all claims, demands and proceedings arising out of or

in connection with any loss, injury, damage of any description whatsoever suffered in relation to my attendance and participation at the Event, however so caused, other than in relation to any negligent acts or omissions of CFC (or their directors, officers, employees, volunteers, sponsors, contractors and agents) and I indemnify them 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 unless such liability arises as a result of the negligent acts or omissions of CFC (or their directors, officers, employees, volunteers, sponsors, contractors and agents). This release continues forever and binds my heirs, successors, executors, personal representatives and assigns.

- 9. 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, observe normal traffic rules and obey all directions and instructions given by Event officials and police.
- 10. I understand that CFC reserves 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.
- 11. I agree that I may not participate in the Event with or using roller skates, roller blades, skateboards, bicycles, scooters, or any non-traditional form of running shoe.
- 12. In connection with the Event, I agree not to mislead Events officials, obtain an advantage by deception or otherwise act dishonestly.
- 13. I consent to photographs and electronics images being taken during participation or any pre or post Event related activity, and acknowledge that any images are the property of the organiser of the Event, or of sponsors, contractors and suppliers engaged by CFC. I grant CFC and the contractors and suppliers engaged by CFC 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.
- 14. I understand that my entrant details are collected by CFC 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 or future events and to assist CFC in improving and marketing its goods and services.
- 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, in CFC's discretion.
- 16. I understand that my personal information is being collected for CFC in compliance with the regulations set out in the *Privacy Act 1988* ("Privacy Act"), and any amendments made to the act and the Australian Privacy Principles for the purpose of conducting the Event. I understand that if I wish, I am able to access, change and update information CFC has about me at any time by contacting CFC, subject to the terms of the Privacy Act. I understand that CFC may be contacted during normal working hours on (03) 8412 0000.I agree to CFC sharing my personal information with its insurers in relation to any incident or personal illness that has reasonable and direct relation to the Event.
- 17. I understand that these terms and conditions shall be construed according to the laws of the State of Victoria, Australia. If any part of this agreement is held to be invalid, or otherwise unenforceable then that part will be deemed to be severed without affecting the enforceability of the remainder of these terms and conditions.

18. 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.

Please note: All fees include GST.

I agree to the Terms and Conditions.