

**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 (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 Advertiser-News Weekend Publishing Company Pty Limited (Sunday Mail), Advertiser Newspapers Pty Ltd (The Advertiser), Athletics Association of South Australia Inc, Athletics Australia Ltd and Life Leisure Events Management Inc 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 Trade Practices Act) arising either directly or indirectly out of my attendance at or participation in the Event.
2. 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.
3. I declare that I am physically fit and have trained sufficiently to participate in and complete the Event.
4. 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.
5. I agree to obey and accept the Event rules and any other instructions (whether announced on the day or otherwise).
6. 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.
7. 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.
8. I understand that the Event entry fee includes a token printed in The Advertiser (included in the Race Bag) for one copy of The Advertiser redeemable on Tuesday 21st September from a local outlet, and includes cost of Sunday Mail.
9. I attend and participate in the Event exclusively at my own risk and at all times I have the option of not participating in or withdrawing from the Event at any time.
10. 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.
11. The judge's decision is final and no correspondence or disputes will be entertained.

Signed:.....Date:.....

**Waiver & Indemnity in respect of Minors:**

\*For children under the age of 3 and entrants under the age of 18 years 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: 1. to give the same waiver, release, discharge and indemnity as set out in clauses 1 and 2 above in respect of the Minor; and 2. (in addition to clauses 1 and 2 above) that I have read, understood and accept the terms and conditions set out in clauses 3 to 11 above and agree to be bound by them in relation to the Minor's attendance at and participation in the Event.

.....Date: .....

Signature of Parent/Guardian

**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. 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:

- I do not wish to receive information from the Organiser about other events.
- I do not wish to receive any future marketing or promotion material from the Organiser.

**REMEMBER: NO DOGS ALLOWED**