



Beach To Gardens Event Day T&Cs

Participant Terms and Conditions of Entry
One Stop Medical Beach to Gardens Charity Fun Run
Sunday, July 25th 2021

Entry into the One Stop Medical Beach to Gardens Charity Fun Run (the "Fun Run") is deemed to be an acceptance of these Terms and Conditions of Entry.

Recitals

- 1. "RACQ CQ Rescue" means Central Queensland Helicopter Rescue Service Ltd, t/a RACQ CQ Rescue (ABN 73 415 515 751) of PO Box 1850 Mackay QLD 4740 including its employees and affiliated entities.*
- 2. "Fun Run" means the One Stop Medical Beach to Gardens Charity Fun Run to be held on Sunday 28 July 2019.*
- 3. "Fun Run Personnel" means all organisers, volunteers and employees.*
- 4. "Claim/s" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgements whatsoever whether at law or in equity or under any statute in connection with or arising out of the Fun Run.*
- 5. "Releasees" means RACQ CQ Rescue and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants, contractors, medical and paramedical staff and any others who give recommendations or engage in risk evaluation regarding the Fun Run and the owners, occupiers and lessees of any premises used for the Fun Run and their respective directors, servants, employees and agents.*

SUBMISSION OF THIS FORM, OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY, IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE FUN RUN.

1. Participant Details

I intend to participate in the Fun Run and understand that in doing so I am subject to risks, including but not limited to my personal health and safety because of the physical nature of the Fun Run.



2. Acknowledgement

I acknowledge and agree that:-

- I should not participate in the Fun Run unless I have trained appropriately, and a medical practitioner has verified my physical condition. It is my sole responsibility to ensure such training and medical verification.
- I have not been advised or cautioned against participating in the Fun Run by a medical practitioner.
- I am in good health and that I am not taking any medication or substance which might adversely affect my ability to participate in the Fun Run and that I am free from any injury, medical condition, disability, disease or illness which may be aggravated by participation in the Fun Run or which may affect or interfere with my ability to engage in the Fun Run.
- I have no known physical or mental condition that would make it unsafe for me to participate in the Fun Run, or that would result in my participation creating a risk of danger to others.
- It is my responsibility to take care of my mental and physical condition during the Fun Run and I agree to cease participation and notify RACQ CQ Rescue and/or Fun Run personnel if at any point my continued participation would create a risk of danger to myself or to others.
- Should it become necessary, I authorise RACQ CQ Rescue or Fun Run Personnel to secure emergency medical care or transportation (i.e., QAS) and to notify my emergency contact if I am not able. I consent to receive any medical treatment that is deemed necessary and appropriate in the circumstances before, during or after the Fun Run.
- Safety precautions undertaken by RACQ and Fun Run Personnel, such as course supervision, are a service to me and other participants but are not a guarantee of safety and as a result I agree to comply with the directions of RACQ CQ Rescue and Fun Run Personnel during the Fun Run and follow all road rules, including instruction from traffic controllers, Police, and RACQ CQ Rescue and Fun Run Personnel.
- RACQ CQ Rescue and/or Fun Run Personnel may in its reasonable discretion terminate my participation (either before or during the Fun Run) and, if necessary, have me removed from the course and premises if I have breached any of the Terms and Conditions of Entry as set out in this form or my participation, conduct, or presence endangers myself or other participants.

3. Release, Waiver and Indemnity

In consideration of RACQ CQ Rescue accepting my entry into the Fun Run, I accept all risks associated from my participation in the Fun Run and absolutely release and waive any Claim I might otherwise have against the Releasees in respect of any injury, death, loss or damage I suffer as a result of my participation in the Fun Run, howsoever arising, including any loss or damage arising from any negligence by the Releasees and will



indemnify the Releasees against all liability (including liability for their negligence) for all injury, loss, damage arising out of or connected with my participation in the Fun Run.

I agree that RACQ CQ Rescue is not responsible or liable for the repair or replacement of any personal possessions whether lost, damaged, stolen or otherwise.

This release, waiver and indemnity continues forever and binds my heirs, executors and personal representatives.

4. Media and Photography – Consent to Use

I consent to RACQ CQ Rescue, Fun Run Personnel and the media using my name, image, voice and/or likeness captured before, during or after the Fun Run in any event promotion materials, reporting, media, and/or any other record for any purpose whatsoever without compensation.

I acknowledge my personal information, including photos, is collected, held and used by the Fun Run for event coordination, administration, marketing and fundraising purposes and consent to such information being used for that purpose.

I am aware that if I do not wish to consent to RACQ CQ Rescue holding and/or sharing my personal information I can contact One Stop Medical Beach to Gardens Charity Fun Run by emailing beachtogardens@cqrescue.org.au or by calling 07 4998 5232.

The One Stop Medical Beach to Gardens Charity Fun Run privacy policy is available at www.beachtogardensfunrun.com.au/privacy-policy.

5. Communication

I understand that my email address will be used for registration confirmation and Fun Run updates as well as support to help me reach my fundraising and training goals. Every now and then, the Fun Run and/or RACQ CQ Rescue may also send me information about other events that may be of interest to me.

I am aware that if I do not want to receive further communication from the Fun Run and/or RACQ CQ Rescue (other than information that relates to this Fun Run) I can contact One Stop Medical Beach to Gardens Charity Fun Run by emailing beachtogardens@cqrescue.org.au or by calling 07 4998 5232.

I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the One Stop Medical Beach to Gardens Charity Fun Run Privacy Policy I can contact the Privacy Officer by emailing beachtogardens@cqrescue.org.au or by calling 07 4998 5232.

6. T-Shirts & Singlets

I acknowledge that RACQ CQ Rescue will order my requested shirt/singlet size if I register for the Fun Run before the cut-off date. If I register after the cutoff I understand that RACQ CQ Rescue will endeavor to provide me with my desired shirt/singlet size



and, if unavailable, the next closest size. If I wish to change my shirt/singlet I am aware that this will only be possible after all other participants have received their shirts/singlets on the day.

7. Parental Supervision

I confirm that I will be 18 years of age or older at the time of participating in the Fun Run. If I am under 18 years of age I confirm that my parent/guardian has understood and accepted these Terms and Conditions of Entry on my behalf.

Children between the ages of 12 and 15 must be supervised by an adult at the Fun Run and on the course. Children under the age of 12 must be supervised by a parent/guardian at all times.

8. Refunds

I will notify RACQ CQ Rescue if I am unable to participate in the Fun Run as soon as possible. I am aware that I will not be entitled to a refund of my registration fee if I withdraw from the Fun Run and that my fee cannot be transferred to cover the registration fee of another person.

9. Cancellation and Changes

I am aware that RACQ CQ Rescue reserves the right to cancel or postpone the Fun Run in the event of unforeseen circumstances including due to storm, rain, inclement weather, winds or other acts of force majeure. If the Fun Run is cancelled or postponed I acknowledge that RACQ CQ Rescue will, by all reasonable efforts, minimise the cost to me, but I am aware that certain costs may be nonrefundable.

I am aware that RACQ CQ Rescue may need to alter the Fun Run formation, course, or other conditions at its discretion and that if this occurs, these Terms and Conditions of Entry apply to the changed conditions.

I acknowledge that RACQ CQ Rescue reserves the right to refuse my application and refund the registration fee.

10. Acknowledgement of Understanding

THESE TERMS AND CONDITIONS OF ENTRY SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THESE TERMS AND CONDITIONS OF ENTRY.

I have read these Terms and Conditions of Entry, including the Release, Waiver and Indemnity and fully understand the contents.

I understand if I am under 18 years of age, a parent or guardian must accept these Terms and Conditions of Entry on my behalf.

12. Questions Regarding Terms and Conditions of Entry

If you have any questions regarding these Terms and Conditions of Entry you may contact beachtogardens@cqrescue.org.au.

