



## Village Roadshow Theme Parks Gold Coast Marathon Indemnity & Release Agreement 2022

1.a. I acknowledge that I have read and understand this Indemnity and Release and agree to be bound by it.

1.b. I certify that if I am acting as an agent of the competitor who will be participating in the Event and in consideration of the Event Organiser accepting the competitor's application to participate in the Event, I have the authority and do grant an indemnity to the organiser on behalf of each individual competitor.

2. I acknowledge that by submitting an entry application form and participating in the Event (whether one or more of the Gold Coast Marathon, Wheelchair Marathon, Half Marathon, 10km Run, Wheelchair 10km, 5km Run, Junior Dash and related activities) may involve real risks including but not limited to serious injury or even death from various causes including over exertion, dehydration and accidents with other participants, spectators or road users. I voluntarily assume all risks associated with my entry application and participation in the Event or any activity associated with it. I consent to receiving any medical treatment that Event Organisers think necessary during or after the event.

3. I, the undersigned, in consideration of and as a condition of acceptance of my entry in the Event for myself, my executors, administrators, heirs, next of kin, successors and assigns, release the Event Organiser, officers, its agents, affiliates, employees, members, volunteers, sponsors, promoters and any person or other body directly or indirectly associated with the Event, from all claims, demands and proceedings arising out of or in connection with my participation in the Event and I indemnify them against all liability (including acts of negligence to the fullest extent permitted by law) whatsoever and howsoever caused arising as a result of or in connection with my participation in the Event including any loss whatsoever of personal property or otherwise.

4. I will abide by the Event rules and timelines, as varied from time to time and will abide by directions given by Event officials and accept the Event Organiser has discretion to accept or decline an entry on whatever grounds.

5. I acknowledge that the entry fee I have paid (for myself or another person) in relation to the Event may entitle me (or that other person) to the opportunity to participate in the Event on 2 July and 3 July 2022 and to receive any entitlements upon completion of the Event.

6. I acknowledge that I am not (and no other person is) entitled to a refund or credit of any nature in relation to the entry fee(s) and/or ancillary items I have paid (for myself or another person), for any reason whatsoever, or in any circumstances, unless and to the extent that the Event Organiser is required to provide a refund or payment at law.

7. I acknowledge that the Event Organiser is entitled to deduct administrative, legal, operational and other costs from any amount (if any) I would be entitled to receive by way of refund (if payable at law).

8. I accept the Event Organiser may at their absolute discretion, limit the number of entries in an event for risk management purposes. Should my entry be received and rejected after an introduced limit has been reached, I shall be entitled to a full refund of my entry fees only and have no other claims.

9. In the event of a force majeure (meaning any act, event or cause which is beyond the reasonable control of the Organiser, including any act of God, strike, lock-out, act of public enemy, civil commotion, war, blockade, riot, state of emergency, fire, earthquake, storm, flood, wash-out, explosion, government restraint or any form of government intervention or epidemic or pandemic) the Organiser may cancel the Event or change how the Event is scheduled or delivered and/or change certain elements of the Event, and in those circumstances I acknowledge that I have no claim against the Organiser for any loss or damage incurred by me related to cancellation or changes to the Event including but not limited to any travel, accommodation, training, medical, equipment and apparel costs.

If a Force Majeure occurs, the Organiser shall use reasonable endeavours to attempt to deliver the Event but shall be under no obligation to do so. If the Event is cancelled we refer you to the refund policy set out in clauses 6 & 7.

10. I agree that entry into the event, participation in and attendance at the event is subject to government regulations or restrictions in place at the time of entry or event. Government regulations or restrictions may include, but not limited to, density limits, vaccine mandates, restrictions on movements or others. In order to stage the event the event organiser must comply with relevant government regulations. Participants agree to such regulations at the time of entry into , attendance at or participation in the event and if they are unable to adhere resulting in an inability to compete or attend the event then the event organiser will be only liable for a refund under clauses 6 & 7.

11. The Event Organiser stages this event to benefit the sport of athletics with the assistance of Athletics Australia (AA). The Event Organiser collects information from all participants and has agreed to provide this information to AA as a condition of entry into each event.

12. I consent to my details being disclosed to parties necessary in the conduct of the event, medical officials during treatment and official charities for purposes of issuing Tax Invoices.

13. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, results, statements or otherwise, without payment or compensation and agree that I will reasonably expect to receive marketing material, such as SMS, email and entry forms, from Events Management Queensland, Tourism and Events Queensland and sponsors. The Event Organiser's intellectual property rights include, but are not limited to, any type of digital media (any or all of audio, photographic or video), captured in connection with the event and regardless of ownership of the capturing device. All personal data provided by athletes, spectators or attendees for the event and data produced from the event are the exclusive property of the Event Organiser.

COMPETITORS OR THEIR AUTHORISED AGENT MUST ACCEPT THIS AGREEMENT Parent/Guardian Signature: Declaration for minors - If you are under 18 years at the time of entering the Event, this declaration MUST be accepted and signed by your parent or guardian. I certify that I am the parent/guardian of ("the minor") who will be participating on the day of the Event. In consideration of the Event Organiser accepting the minor's application to participate in the Event, I agree to indemnify and shall keep indemnified the Organisers in respect of any losses they or any of them may suffer as a consequence of any claim/s by the minor and to the same extent as any other competitor indemnifies the organisers pursuant to the Clause 1 above.

