

# Participation Agreement - Disclaimer

**BINSC (Brisbane Inner North Sporting Community) Inc**  
**PO Box 3540 Newmarket QLD 4051**  
**Email:info@thebrookrun.com.au - www.brookrun.com.au**

## **Terms and Conditions:**

**WARNING:** This is a legal document that affects your rights. Must be accepted by all competitors and by their guardian/parent if under the age of 18.

## **I agree to the following conditions of participating in Brook Run:**

1. I acknowledge that the Brook Run involves real risk of serious injury or even death from various causes including over exertion, dehydration, accidents with other competitors, spectators or road users, course or weather conditions and other causes.
2. I understand that I should not compete in the Brook Run unless I have trained appropriately and that to the best of my knowledge I am not suffering from a condition which would make me unfit to participate in the Brook Run.
3. I consent to receiving any medical treatment including ambulance transportation that the Brook Run organizers think desirable during or after the event.
4. I acknowledge that the BINSC recommend that I ensure that I have the relevant sports insurance and private insurance that will cover me in the event of an accident or other unforeseen circumstances.
5. I consent to the Brook Run organizers using my name, my image, my child's name, my child's image and likeness before, during or after the event for event promotional broadcasting or reporting purposes in any media. I acknowledge that if I withdraw my consent I must provide a legitimate or legal reason for not wanting photographs or electronic images of myself or my child used for ongoing Brook Run promotional purposes. I acknowledge that notice of the withdrawal of my consent must be received in writing to the Brook Run organisers to info@thebrookrun.com.au by 5:00 pm, 18 July 2014.
6. I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspection of my personal property) prior to my entry or departure from the Brook Run.
7. Safety precautions undertaken by the Brook Run organisers are a service to me and other competitors but are not a guarantee of safety.
8. I am fully responsible for the security of my personal possessions at the Brook Run and the organisers will not be liable for replacement of any personal possessions.
9. My registration is transferable to other people provided I provide notice in writing to the Brook Run organizers to email info@thebrookrun.com.au and provide the name, date of birth, gender and contact details of the person/s ("Nominated Person") my registration is being transferred to. I acknowledge that notice of the Transfer will not be accepted after 5:00 pm, 11 July 2014. If I am unable to compete, fail to transfer my registration or if my Nominated Person fails to complete the transfer of my registration, or if the Brook Run is cancelled due to circumstances beyond the reasonable control of the Brook Run organisers (including without limitation inclement weather or accident), my registration fee is non-refundable.
10. I agree to abide by all race rules and directions issued by the Brook Run organisers.

11. The Brook Run organizers may change the event format, course or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.

12. Having regard to the number of participants or participants in any category The Brook Run organizers have the right to alter any prizes at any time at their own discretion.

13. I acknowledge and consent to photographs and electronic images being taken of me before, during or after the event by an official representative of the event organiser. I acknowledge and agree that such photographs and electronic images are owned by the Brook Run organiser and that the Brook Run organiser and event sponsors may use the image for promotional use. These images, my name and my event results may be used for reporting purposes or other purposes at any time by any form of media without my further consent being necessary. The Brook Run organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the event organiser.

14. I acknowledge that I may receive email newsletters from the organisers of the Brook Run to keep me informed about the event.

### **LIABILITY AND OTHER MATTERS**

15. The organisers of the Brook Run accept no liability for any participants under the age of 18 ("Minors"). Such liability is wholly attributable to the nominated parents or guardians of the Minors who execute this agreement on their behalf.

16. The organisers of the Brook Run reserve the right to remove any persons from the Event where we consider it necessary to do so, for health and safety and other reasons.

17. I accept all risks necessarily flowing from my participation which could result in injury, loss of life and loss or damage of property. I release all persons or corporations including unincorporated associations directly or indirectly with the conduct of the Brook Run from all claims demands, liability and proceedings (to the extent permitted by law) for or as a result of any loss, injury or damage suffered by me arising out of my participation and or attendance at the Brook Run however caused including any claim which arises due to any negligence of those or other persons and corporations and I hereby indemnify those persons and corporations against all liability (including liability for their negligence and the negligence of others) for all, loss, injury or damage arising out of or connected with my participation in or attendance at the Brook Run. This release shall extend to and included **BINSC (Brisbane Inner North Sporting Community) Inc.**, and its members, directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the Brook Run or any part of it is conducted, any statutory body or local authority having control over any land upon which the Brook Run or any part of the Brook Run is conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organizers. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.

### **PRIVACY POLICY**

18. The organisers of the Brook Run collect your personal information for the purposes of conducting Brook Run, including identifying participants, recording results and communicating with you about this or other events.

**EXECUTION**

20. By signing this agreement I agree to be bound by the terms and conditions and indemnities.

.....  
**Participant** (print name)

Signature .....

.....  
**Participant's Guardian** (If applicable) (print name)

Signature .....