



Participant Terms and Conditions

Sunshine Coast Solstice Swim, Charity Event – 24th June 2018

This is a legal document and effects your rights. The following terms & conditions apply to any person who has submitted an application for the Sunshine Coast Solstice Swim, Charity Event (the “Swim”)

DEFINITIONS

“**Rotary**” means Rotary Club of Alexandra Headland and/or any division of Rotary International.

“**Swim**” means the Sunshine Coast Solstice Swim, Charity Event to be held on Sunday 24th June 2018.

“**Claims**” means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Fun Run.

“**Releasees**” means the Organiser and/or Foundation and any promoters, organisers, participants, sanctioning organisations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants and any others who give recommendations or engage in risk evaluation regarding the Swim and the owners, occupiers and lessees of any premises used for the Swim and their respective directors, servants, employees and agents.

Acknowledgement and Certification

I wish to participate in the Swim and understand that participation has inherent risks, including risks to my personal health arising from the physical nature of the Swim. I do so voluntarily of my own free will and at my own risk.

I am aware of the fitness level required to undertake the Swim and accept all risks associated with my participation in it. I will advise the Organiser of any pre-existing medical conditions that might reasonably be expected to increase my risk of requiring medical attention during the Swim.

I warrant that I am in a good state of health, that I am not receiving any medication or taking any drug which may affect or interfere with my ability to engage in the Swim and, other than as set out below, that I am free from any injury, medical condition (including pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Swim or which may affect or interfere with my ability to engage in the Swim.

Waiver of Liability and Indemnification

In consideration of the Organiser and/or Foundation accepting my entry into the Swim, to the maximum extent permitted by law I 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 Swim, howsoever arising, including as a result of any breach of contract and/or negligence by the Releasees.

To the maximum extent permitted by law I indemnify and hold harmless the Releasees against any loss or damage suffered by them as a result of any Claim made by or against me during the Swim howsoever arising, including as a result of any act, neglect or default caused by me during the Swim.



Waiver of Liability and Indemnification Con't

I acknowledge that under the *Civil Liability Act 2003* (Qld), the Releasees will not be liable for any harm suffered by me due to the materialisation of an obvious risk to my participation in a dangerous recreational activity. I acknowledge that participation in the Swim is a dangerous recreational activity.

Medical Treatment and Costs

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Swim, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate Organiser or Rotary personnel or Alexandra Surf Club personnel and emergency medical personnel at the Swim to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).

I authorise to secure emergency medical care or transportation (i.e., QAS) when deemed necessary by Organiser or Rotary personnel or Alexandra Surf Club or Event personnel and to notify my emergency contact if I am not able.

I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Swim, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services.

Media and Photography

I grant to the Organiser or Rotary or Alexandra Surf Club and its affiliated entities or contractors and/or the media my permission and authority to use my name, image, voice, and/or likeness in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record captured during the Swim for any purpose whatsoever without compensation.

Personal information, including photos, is collected, held and used by the Organiser for event coordination and administration purposes. Please contact the Organiser if you do not consent to us holding and/or sharing your personal information.

Communication

I understand that my email address will be used for registration confirmation and updates about the Swim. From time to time the Organiser may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from the Organiser (other than information that relates to this Swim) or if I have any questions about privacy, including updating and/or changing my personal information I can contact the Organiser.

T-Shirts

I acknowledge the Organiser has pre-ordered event branded T-shirts and I understand that best endeavours will be made to provide me with my preferred T-shirt size. Should my allocated size be unavailable the closest size will be allocated to me. I am aware that T-shirt exchange will only be possible after all other participants have received their T-shirts on the day.



Majority Age

I affirm that I am 18 years of age (or will be at the time of the Swim) or older. If I am under the age of 18, I understand that I will not be allowed to participate without the signature of a parent or guardian on this Waiver and Release of Liability.

Children between the ages of 13 and 15 must be directly supervised by a parent/guardian at all times. Children under the age of 13 are able to enter only with written approval by the Organiser prior to the event start date.

I have read and understood what is expected of me and I agree to adhere to the direction of Organiser and/or Rotary and/or Alexandra Surf Club and/or Swim personnel at all times.

Compliance with Directions

I agree at all times during the Swim to comply with the directions of anyone appointed or permitted by the Organiser or Foundation to organise the Swim, following all traffic and road laws including directions by Police, Organiser or Rotary or Alexandra Surf Club personnel and staff and volunteers.

I acknowledge failure to do so may result in being removed from the Swim.

Refunds

I undertake to notify the Organiser of my inability to participate in the Swim at the earliest possible opportunity. I acknowledge that I will not be entitled to any refund of my application fee if I withdraw and that, once accepted, my application to participate and my application fee cannot be transferred to another person.

Cancellation and Changes

I acknowledge that the Organiser or Foundation reserves the right to cancel or postpone the Swim in the event of unforeseen circumstances. In the event of a cancellation or postponement I acknowledge that Organiser will use reasonable efforts to minimise the cost to me, but I acknowledge that certain costs may not be refunded.

I acknowledge Organiser may need to change the event format, course or other Swim conditions at its discretion. If this occurs, these terms and conditions apply to the changed conditions.

I acknowledge that Organiser or Rotary or Alexandra Surf Club reserves the right to refuse my application and refund the registration fee back to me.

I HAVE READ THIS PARTICIPANT WAIVER FORM, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT FREELY AND VOLUNTARILY AND INTEND MY ACCEPTANCE OF THESE TERMS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OWED BY THE RELEASEES TO ME AND TO CONFIRM MY ACCEPTANCE OF ALL THE TERMS CONTAINED IN THIS PARTICIPATION WAIVER FORM.

