

The following are the terms and conditions of entry to the Cairns Marathon and Community Run Festival individual or team entry. These terms are not negotiable and by accepting an entry to the event via the Active Network registration system on behalf of Atlas Events Pty Ltd and paying the entry fees you are hereby acknowledging your acceptance of our terms and conditions (For competitors under 18, a parent or guardian must accept)

Cairns Marathon Festival  
TERMS AND CONDITIONS

1. I acknowledge that competitive sporting events such as the Cairns Marathon Festival:-

(a) involves the real risk of serious injury and dangers that cannot be eliminated completely by event organisers ranging from minor discomfort to more serious injuries including permanent disability and death and I am voluntarily participating with knowledge of all of these risks;

(b) are held over public roads and facilities open to the public during the event and not owned by the event organisers and upon which hazards are to be expected and that some of these hazards cannot be controlled or mitigated by the event organisers;

(c) require participants to observe and obey all posted rules and warnings, and to follow any instructions or directions provided to me by event organisers, staff or volunteers relevant to my ability, and the ability of other participants, to safely participate in the event; and

(d) provide safety precautions (such as course supervision and race safety briefings) that I must abide by however I acknowledge that these safety precautions do not guarantee my safety while competing in the event.

2. I acknowledge that:-

(a) events such as this event may require extreme fitness and endurance and that I have appropriate conditioning and fitness and am medically able and properly trained to compete in the event;

(b) I should consult my doctor before participating in the event and it is my responsibility to check and ensure that at all times during the event, that I am medically and physically fit to participate in the activities related to the event;

(c) if I become aware of any medical condition and or am uncertain of my state of fitness prior to or during the event then a medical practitioner should verify my medical and physical condition; and

(d) I am in good physical condition and am able to safely complete the event and have no medical condition that would make my participation in the event more hazardous.

3. By participating in the event I accept and assume all risks:-

(a) associated with participating in the event, including without limitation risks of permanent injury or death due to falls, obstacles, contact with other participants, acts or omissions of other participants, effect of weather, traffic and conditions of any road or other surface on which the event is held;

(b) and responsibility for any discomfort, illness, injury or accident which may occur while I am preparing for the event, during the event, while I am on the event course or while I am travelling to or from the event; and

I hereby:-

(c) waive, release, covenant not to sue and forever discharge all persons, corporations and other associations associated directly or indirectly with the event, including Atlas Events Pty Ltd trading as Atlas Multisports, event sponsors and event marshalls, against all liabilities, claims, actions, or damages that I may have against them arising out of or

in any way connected with my participation in the event, including without limitation any liabilities, claims, actions or damages caused by negligence of the above parties (including negligent rescue attempt or the provision of medical treatment), the action of inaction of any of the above parties or otherwise; and

(d) indemnify and hold harmless all persons, corporations and other associations associated directly or indirectly with the event including Atlas Events Pty Ltd trading as Atlas Multisports, event sponsors and event marshalls, from all liabilities arising out or in any way connected with my participation in the event and any violation by me of these terms and conditions and waiver.

4. While participating in the event:-

(a) I consent to receiving medical care and transportation in order to obtain treatment in the event of injury to me and understand these terms and conditions and waiver extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury; and

(b) I understand that if no medical care may be available, but if it is, I assume liability for any and all medical expenses incurred as a result of my participation in the event (where such medical expenses are not provided on a free of charge basis by any medical services organisation, clinic or hospital) including but not limited to ambulance transport, admittance to hospital, physician and pharmaceutical goods and services; and

(c) I acknowledge that the event organiser may contract with individuals or organisations that are independent contracts to provide some of the services and to conduct some of the activities participants will engage in.

5. I have provided the event organisers or attached to my event form:-

(a) details of all medical or physical conditions from which I suffer that might affect my performance or ability to complete the event safely or will be relevant if medical treatment is needed; and

(b) at least one (1) emergency contact name and telephone number and confirm that this person will be contactable during and after the event and is not a participant in the event.

6. I understand that compulsory insurance cover maintained by the event organiser for the event and participants in the event may not cover me for all injury, loss or damage sustained by me and I should ensure that I maintain individual insurance for myself while I am competing in the event.

7. I acknowledge that:-

(a) the event organiser is providing a recreational service as defined by the Competition and Consumer Act 2010 and Australian Consumer Law; and

(b) the event organisers liability for the following is limited in the following circumstances:-

(i) death,

(ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury),

(iii) the contraction, aggravation or acceleration of a disease,

(iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:-

(A) that is harmful or disadvantageous to the individual or community; or

(B) that may result in harm or disadvantage to the individual or community.

11. I agree that if the event is cancelled due to storm, rain, inclement weather, winds or other 'Act of God' conditions or safety concerns, or if I do not participate in the event for any other reason, my entry fee shall be non-refundable.

12. I agree to abide by all race results and directions issued by the event organiser and/or the relevant sport's governing body.

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 event organiser and that the event organiser and event sponsors may use the images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary. The event organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the event organiser.

14. I agree to my name and contact details being included on the event database which may be used for commercial purposes. I acknowledge that Atlas Events Pty Ltd may automatically subscribe me to any email newsletter, which contains important information and updates relating to events associated with Atlas Events Pty Ltd. I can opt-out at any time by clicking the relevant link in any email received.

15. I am fully responsible for the security of my personal possessions at the event.

16. I acknowledge that I will receive a race timing band at all timed events, which is disposable, it is the participants responsibility to retain the timing band and not alter it in any way

17. I certify that I am 18 years of age or older, or I am the parent/legal guardian of a child under the age of 18 and I have read this document and understand and accept the terms and conditions it contains