

All participants must ensure they read and understand this waiver in full prior to entering the event. It is an important document discussing your legal rights and responsibilities and during online registration, you must tick a box to confirm you understand and voluntarily accept these rights and responsibilities.

In consideration of Kinevora Pty Ltd T/A Those Guys Events (the "Organisers") accepting my participation in either The Guzzler 100, the Glass Half Full 50, the Big Sipper 21km or the Dry Run 10km (the "Event"), I agree to this release of claims, waiver of liability and assumption of risk.

- 1. The Organisers may, at their sole discretion, refuse entry or cancel an entry (with full refund) to any person for any reason whatsoever.
- 2. I understand the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event.
- 3. In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
- 4. I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks and that it is my responsibility to exercise all possible precautions to limit exposure to these risks, both in the lead up to and during the event.
- 5. I acknowledge and understand that whilst participating in the Event:
 - a. I may be injured, physically or mentally, or may die from various causes including, but not limited to, over exertion, dehydration, cardiac arrest, slips, trips or falls, accidents with other participants, spectators and road users, or accidents caused by my own actions, the course or weather conditions;
 - b. My personal property may be lost or damaged;
 - c. I may cause injury to other persons or damage their property;
 - d. The conditions in which the Event is conducted may vary without warning;
 - e. I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me;
 - There may be no or inadequate facilities for treatment or transport of me if I am injured;
 - g. I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event.
- 6. I agree that if I am injured or require medical assistance, the Organisers may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Organisers. I agree that I am responsible for my own medical and ambulance insurance cover.
- 7. I agree to release, indemnify and hold harmless the Organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.

- 8. I also agree that in the event I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Organisers in respect to that injury or damage.
- 9. I understand that my medical history and personal information, collected as part of the entry process for the Event will be made available to the event medical team and operations team. It will only be used to help staff look after me if I need help and care. If I am evacuated from the event by Emergency Services, this personal information plus any new data entered by event staff may be supplied to the Emergency Services staff to enable my continued care.
- 10. I agree to the Organisers entering my personal details from the entry form into a database which will be used for the administration of the Event and which may be used for future marketing and promotion by either or both the Event and the Organisers.
- 11. I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by the Organiser, the sponsors, event partners, or assigns without payment or compensation.
- 12. I acknowledge that my image may be taken by an Event photographer and that Event photographer may contact me to offer for sale images of me at the Event.
- 13. I agree to abide by the Event rules and the directions of all Event officials.
- 14. I acknowledge that the Organisers may change the advertised course without notice if the Organisers deem this necessary for any reason, at any time before or during the Event. I also acknowledge that the Organisers may cancel the Event due to weather conditions, safety considerations, terrorism or 'acts of god' and that in such circumstances my entry fee will be non-refundable.
- 15. I confirm that I will be 18 years of age or older before the Event starts. Or I am the legal guardian of this participant and accept the risks and agree on their behalf, if the participant will be under the age of 18 on the day of the Event.
- 16. I understand and voluntarily agree that I have read the Conditions of Entry, Rules and Code of Conduct documents available on the event website, and I understand that submission of my entry to the Event indicates consent to the conditions contained therein.
- 17. The Organisers have put enhanced health and safety measures in place due to the potential spread of COVID-19. I must follow all posted instructions while visiting any Event-related venue. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death. According to the Centre for Disease Control and Prevention and the World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. By visiting any Event related venue, I voluntarily assume all risks related to exposure to COVID-19;

Please note, for entrants under 18 years of age, a parent or guardian will need to have read and agreed to these conditions. I agree to waive my (or my participating child's) rights as described above.

I, participant and parent/guardian of a minor participant agree: I have carefully read, understand and agree to voluntarily sign this Form and acknowledge that it shall be effective and legally binding upon me (and if I am participant's legal guardian, participant), and my/participant's, spouse, children and other family members, and my/participant's heirs, executors, representatives, subrogors and estate.

In lieu of a physical form, the completion and payment of the Event registration is considered acceptance of this Waiver and the Conditions of Entry.