



TRAIL RUN AUSTRALIA

EXAMPLE ONLY

Assumption of Risk and Waiver of Liability Agreement

WARNING: This is a legal document that affects your rights. Please read the entire document carefully.

I agree to compete in this event on the following basis:

1. I understand and acknowledge that participating in Trail Running is a dangerous activity.
2. I am aware of the hazards involved and acknowledge that, in addition to usual and inherent risks, there is always risk of injury (including permanent injury, mental injury, paralysis and death) and loss or damage to my property. The hazards include, but are not limited to remoteness from assistance or medical aid, the extremely strenuous nature of the Event including actions of participants and spectators, weather conditions, hypothermia and heat exhaustion, condition or suitability of participant's equipment and evacuation difficulties if I am disabled.
3. In my judgement I have sufficient competence, experience and equipment to participate in all Event activities in a manner safe to myself and others.
4. I acknowledge that the enjoyment and excitement of Trail Running is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my participation.
5. I acknowledge that I am responsible for my personal possessions and equipment during the Event.
6. I certify that the medical information supplied by me on the entry form is true and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of my participation in the Event, regardless of whether the treatment is given. I acknowledge that I have disclosed to In2Adventure in writing any relevant medical conditions that may endanger myself or others during the event.
7. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for advertising, promotion and/or any legitimate purpose by In2Adventure, its sponsors or assigns without payment or compensation.
8. I acknowledge that the Event arranged insurance covers myself for public liability whilst participating in this event. I am responsible for my personal accident insurance and ambulance cover.
9. I agree that if I suffer injury In2Adventure can at my cost arrange medical treatment and emergency evacuation services as In2Adventure, its officers, agents or contractors deem essential for my safety.
10. I hereby release and forever discharge from all liability and agree not to sue In2Adventure (Allura Pty Ltd) and its officers, employees, volunteers, agents, contractors, public bodies, land holders and sponsors from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in the Event.
11. I hereby indemnify and hold harmless In2Adventure (Allura Pty Ltd), its officers, agents, contractors and sponsors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in the Event.
12. By accepting this 'Participants Agreement' and continuing to Enter the event I agree that I will be bound by In2Adventure's Privacy Policy, Event Refund Policy, Event Transfer Policy and Event Rescheduling Policy, all of which are displayed at: <https://in2adventure.com.au/about/policies/>
13. I confirm that I am age 18 years or older and that I have read and understood this Assumption of Risk and Waiver of Liability Agreement prior to submitting it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.