

BIGRUNEVENTS

OFFROAD + OUTBACK

CONSENT TO PARTICIPATE IN BIG ULURU TREK

EVENT TERMS AND CONDITIONS

This is an important document that should be read carefully and understood fully as it will affect your legal rights.

It is a condition of your entry to and your participation in the BIG ULURU TREK, that you read and accept this document. By entering the BIG ULURU TREK you are deemed to acknowledge and agree as follows:

I ACKNOWLEDGE that:

- (a) Participation in the BIG ULURU TREK is a test of a person's physical and mental limits and carries the potential for death, serious personal injury, and property loss.
- (b) I am physically fit and have no undeclared pre-existing medical conditions, and have sufficiently trained to participate in the BIG ULURU TREK and have not been advised against participation in the BIG ULURU TREK by a qualified health professional.

1) In consideration of being permitted to participate in the BIG ULURU TREK

a) I ACKNOWLEDGE that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards. I assume all the risks associated with participating in the BIG ULURU TREK. This includes but is not limited to falls, collisions, contact or crashes with other participants, event officials, volunteers, spectators, course markers or other obstacles or hazards; the effects of weather including rain, heat or humidity; defects in my personal equipment or equipment provided by Event Organisers; the conditions of the course; hazards that may be posed by the presence of spectators or people involved in the or contributing to the conduct of or organisation of the BRR or LRR. All these risks are known to and appreciated by me and I accept them of my own free will.

b) I will not participate in the BIG ULURU TREK under the influence of alcohol or drugs.

c) I FURTHER ACKNOWLEDGE the risk that the Event Organisers or individuals participating in controlling, officiating or involved in or contributing to the conduct of or organising or watching the BIG ULURU TREK may act negligently which may result in harm or injury to my property or me. These risks are also known and appreciated by me and I accept them of my own free will.

d) CONSENT to the provision to me of first aid, emergency or other medical treatment including physiotherapy and massage for the purposes of treating or relieving injuries or physical harm that I may suffer as a consequence of participation in the BIG ULURU TREK. I authorise licensed medical practitioners, hospital or other medical or health care facilities to perform all medical procedures, which they may consider medically advisable to attempt to treat or relieve such injuries, including but not limited to the administration of anesthesia and provision of blood transfusions. I realise and appreciate there is a possibility of complication and unforeseen consequences in any medical treatment which I may receive and I assume that risk. I acknowledge that no warranty is made as to the results of any medical treatment. I give permission for BIG ULURU TREK team doctors to examine me and recommend treatment as necessary. In the event of an emergency, I give permission for any anesthesia, operation, hospitalisation or other treatment that might become necessary. If there are any treatments you do not wish to be administered under any circumstances (such as blood transfusion) please list in above section. Failure to disclose any information requested above could result in serious harm to you.

I consent to the disclosure of my medical background information and of medical records compiled during my treatment at BIG ULURU TREK to event organisers, other medical professionals and emergency services as required to provide for my treatment and care. All information will remain confidential.

e) I WAIVE, RELEASE, AND DISCHARGE the Event Organisers, land holders and any medical staff or volunteers and any individuals participating in, controlling, officiating, involved in or contributing owners of the properties traversed by the BRR, to the conduct or organising or watching the BIG ULURU TREK

EVENTS

Big Red Run | Big Red Bash | Big Rock Run |
Big ANZAC Day Run | Big Coast Run |
Big Forest Run | Big Trail Run |
Sydney Trail Series | Trailfest Sydney |
Trailfest Melbourne | Big Burke & Wills Trek

CHARITY PARTNERS

Born to Run Foundation |
JDRF | Black Dog Institute |
Baker IDI Heart & Diabetes
Institute | Mates 4 Mates |
Soldier On

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from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage of any kind, including economic loss, which may however exist or arise in the future arise out of or relate to my participation in or my traveling to and from the BIG ULURU TREK, or arising out of the risks I have assumed in participating in the BIG ULURU TREK as set out above whether or not caused by negligence of any person.

f) I AGREE not to sue or claim against any such persons for any of the claims, losses or liabilities that I have waived, released or discharged in this document. BIG ULURU TREK will plead these terms if any action is commenced against it.

g) I INDEMNIFY AND HOLD HARMLESS the Event Organisers from any and all claims made by me or liabilities assessed against any of them as a result of my participation in BIG ULURU TREK, including but not limited to:

- (i) my actions or inaction;
- (ii) the actions, inaction or negligence of others including the Event Organisers and land holders;
- (iii) the conditions of the facilities, equipment or areas where the BIG ULURU TREK or other associated activities are being conducted;
- (iv) implementation of the BIG ULURU TREK Event Rules; or
- (v) any other cause arising from an occurrence related to the BIG ULURU TREK; and

(h) By agreeing to this document and its terms and conditions as part of the BIG ULURU TREK online event registration process, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

(i) ACKNOWLEDGE the refund and withdrawal policy.

(j) I ACKNOWLEDGE that any photos and or video footage taken of me at the BIG ULURU TREK is the property of the Event Organisers and can be used by them for whatever purposes they wish without prior consent from me. Subject to all applicable laws I release and indemnify the Producers, their servants and agents or any party connected with any location used in the filming for any claim by me or on my behalf and arising out of any loss, damage, accident or injury to me as a result of the taping of the Program, my appearance in it and/or the exploitation of BIG ULURU TREK in any media throughout the world. I hereby certify that the activity I am partaking in is totally at my own volition.

3) I ACKNOWLEDGE that only the courts of Australia shall have jurisdiction to entertain any complaint, demand, claim or cause of action whether based upon alleged breach of contract or alleged negligence arising from the treatment I may receive. I hereby agree that if I commence any legal proceedings, I will commence such legal proceedings in Australia and only in Australia and I hereby submit to the jurisdiction of the courts in New South Wales.

4) For the purposes of this document, "Event Organisers" means Big Run Events Pty Ltd, Event officials, medical staff and volunteers, and all officers, directors, servants, employees, contractors, representatives and agents of any of these entities.

I will on race day be eighteen (18) years of age or older (if under 18 written permission from a parent is required, and the parent must also consent to the above terms on behalf of their child).