

BIGRUNEVENTS

OFFROAD + OUTBACK

BIG RED RUN EVENT PARTICIPATION AGREEMENT

This is an important document that should be read carefully and understood fully as it will affect your legal rights. If there is any part of it that you do not understand you should seek appropriate legal advice.

It is a condition of your entry to and your participation in the BIG RED RUN (BRR) which includes LITTLE RED RUN (LRR) events, that you read and accept this document. By completing the online registration process for entering the BRR or LRR you are deemed to ACKNOWLEDGE and AGREE to the terms & conditions set out below.

GENERAL RISK WARNING

Competing in either the BRR or LRR event is subject to risks. These include death, serious injury or illness due to:

- rough terrain and obstacles;
- overexertion;
- heat, cold or other adverse weather conditions;
- plant and animal life;
- accidents with vehicles, other competitors or pedestrians; and
- negligent acts on the part of the Event Organisers or persons participating in the conduct of or watching the events

There are also risks:

- that access to medical, evacuation or search services might be slow; and
- of damage to, or loss of, your personal property.

1. I accept that participation in the BRR or LRR is a test of a person's physical and mental limits and carries the potential for death, serious personal injury, and property loss.
2. I declare & represent that am physically fit and have sufficiently trained to participate in the BRR or LRR and have no undisclosed pre-existing medical conditions, and have not been advised against participation in the BRR or LRR by a qualified health professional.
3. I understand that there may be people, animals, vehicles, objects or materials on or around the course route, which may constitute hazards. I accept all the risks associated with participating in the BRR or LRR. 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 or contributing to the conduct or organisation of the BRR or LRR. All these risks are known to and understood by me and I accept them of my own free will.
4. I will not participate in the BRR or LRR under the influence of alcohol or drugs.
5. I 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 BRR or LRR. 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 BRR and LRR 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 provide written notification of same to the Event Organisers. 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 BRR or LRR to Event Organisers, other medical professionals and emergency services as required to provide for my treatment and care. All information will remain confidential.

WAIVER

6. I have read the general risk warning for this event. I am aware that the BRR & LRR events constitute a recreational activity that can be dangerous, accept that there is a degree of risk and acknowledge that I participate in this event at my own risk.
7. I WAIVE, RELEASE, AND DISCHARGE the Event Organisers, the owners of the lands upon which the events are conducted, any medical staff, volunteers and any persons participating in, controlling, officiating, or contributing, to the conduct or organising or watching the BRR and LRR from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital expenses, 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 BRR or LRR, or arising out of the risks I have assumed in participating in the BRR as set out above whether or not caused by negligence of any person. To the extent that the Competition and Consumer Act 2010 (Cth) applies this release is limited to responsibility and legal liability for death or personal injury and does not apply to significant personal injury caused by reckless conduct by the Event Organisers
8. 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 BRR or LRR, 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 BRR and LRR or other associated activities are being conducted;
 - iv. implementation of the BRR and LRR Event Rules; or
 - v. any other cause arising from an occurrence related to the events; and
9. By agreeing to this document and its terms and conditions as part of the BRR or LRR 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.
10. I PERMIT the Event Organisers its licensees or assignees to take such photographs and/or video or audio recordings of or including me during the BRR or LRR as it or they may see fit. I acknowledge & agree that:
 - i. the Event Organisers may without payment or any other consideration use such photograph(s) and/or recordings together with any other reproductions or adaptations thereof either complete or in part alone or in conjunction with any wording and/or drawings for any use or purpose including without limitation publicity and/or merchandising and/or information purposes in any country;
 - ii. my image may be edited, copied, exhibited, published or distributed and I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording;
 - iii. I do not have any interest in the copyright to such photographs or recordings;
11. Only the courts of New South Wales, 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 my participation in the events or any treatment I may receive, and the Law of New South Wales shall be the proper law of the contract..
12. 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.
13. 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).

EVENT REFUND POLICY

14. Refunds will only be provided in the following situations.
 - If you provide Event Organisers with over 60 days notice before the event date, we will provide a full refund less \$400 administration fee.
 - If you provide Event Organisers with between 59 and 30 days notice before the event date, we will provide a 50% entry fee refund.
 - If you provide Event Organisers with less than 30 days notice before the event date, no refund will be given.

The safety of the participants is the highest priority for the race organisers. Safety comes first before anything else, which means that if the event has to be called off or suspended due to any issue that may compromise the safety of competitors, the organisers will not hesitate to do that. Event Organisers reserve the right to alter the course without notice and/or cancel the event in consultation with, and under the direction of, emergency services agencies and major event stakeholders or landowners. In the unlikely circumstance that the event is cancelled for reasons outside of our control such as weather, fire, flood, Park closures or any other reasons, we will be unable to offer a refund of your entry fee. This is due to the fact that most of the costs of operating an event like Big Red Run are incurred and paid for prior to the event.

GENERAL EVENT RULES

15. By registering for the event, I hereby agree to adhere to the general event rules at all times while participating in either the Big Red Run or Little Red Run. I understand that failure to comply with these rules may result in time penalties, withdrawal from the race, or being prohibited from starting the race.
 - 1) You must have all mandatory gear to participate. If you do not have all mandatory gear, you will not be allowed to start. There are no outdoor stores in Birdsville, so ensure you have all this gear before arriving.
 - 2) Mandatory gear must be carried, there will be spot checks and time penalties if anything is missing.
 - 3) Race number must be on your front and visible at all times.
 - 4) Hi-Visibility vest (supplied by organisers) must be carried by all runners on day 5 and must be worn after 5pm. If you think you might be still on the course on any day you need to carry and wear your high-visibility vest after dark.
 - 5) You must stay on the marked course, short cuts are not allowed (race officials will monitor you using the Satellite tracker you will be carrying).
 - 6) You must carry all your rubbish out.
 - 7) If you need to poo you must dig a hole at least 15cm deep and fill it in afterwards.
 - 8) Leave all farm gates as you find them.
 - 9) Runners cannot accept any outside assistance from spectators.
 - 10) Spectators are not allowed on the course. The designated viewing areas are the only exception.
 - 11) Spectators are not allowed to run with or pace the participants. Participants may receive a warning or time penalty if this occurs.
 - 12) A runner is responsible for the actions of any supporters following the race. If these supporters go out of official access areas or spectator areas, the runner may receive a time penalty.
 - 13) If you come across another runner in need of assistance, you are required to stop and help in whatever way you are able to. You will receive a credit for any time lost in doing this.
 - 14) Any runner requiring IV fluids and/or prescription medications from event doctors must withdraw from that day's run and can only continue on following days if the Medical Director gives approval. This decision is final.
 - 15) A runner who does not complete a day can continue the next day with the approval of the Medical Director but will not receive a ranking or time at the end of the event. If the Medical Director does not approve the entrant to continue, this decision is final.
 - 16) The Medical Director has the authority to prevent an entrant's continued participation at any stage of the event, if it is deemed unsafe for the individual's health and/or their safety.
 - 17) Medical Certificates must be signed by a doctor, and returned within the specified timeframe along with the completion of an online medical survey. Failure to do this may result in the Medical Director preventing your participation. Registered participants will be sent information about both the online medical survey and Medical Certificates closer to the event.
 - 18) Runners arriving at a checkpoint after the official cut off time will not be permitted to continue and must wait at the checkpoint where they will be taken to the finish in an event vehicle.
 - 19) The safety of the participants is the highest priority for the race organisers. Safety comes first before anything else, which means that if the event has to be called off or suspended due to any issue that may compromise the safety of competitors, the organisers will not hesitate to do that. Event Organisers reserve the right to alter the course without notice and/or cancel the event in consultation with, and under the direction of, emergency services agencies and major event stakeholders or landowners. In the unlikely circumstance that the event is cancelled for reasons outside of our control such as weather, fire, flood, Park closures or any other reasons, we will be unable to offer a refund of your entry fee. This is due to the fact that most of the costs of operating an event like Big Red Run are incurred and paid for prior to the event.
 - 20) Individuals must fundraise a minimum of \$1,000 in addition to the event entry fee. The minimum fundraising commitment must be met by 1 week prior to the event. Failure to do so, means you will not be eligible to start the event, unless approval is given by event organisers.