

These rules, terms and conditions apply to each event in the 52nd Traralgon Marathon & Running Festival on 2 June 2019.

TERMS AND CONDITIONS

1. Only entries submitted on the official entry form will be accepted. The information on how to enter and details about the event forms part of these terms and conditions of entry. The number of competitors may need to be limited and will be decided on the basis of first received.
2. Eligibility for any prize is dependent on the competitor completing the approved course in accordance with these rules and conditions.
3. Each competitor must assemble behind the designated starting line, await the official start and then proceed on the approved course. Entry into the course prior to the official start will result in disqualification.
4. Each competitor must wear the official bib on his or her shirt front such that the allotted number can be seen for the duration of the event by officials.
5. A time checkpoint will be set up for the marathon event. Competitors who do not reach the checkpoint under the time allotted in the race details must withdraw from the event.
6. Outside assistance is prohibited and will result in disqualification.
7. The referee's decision is final – no correspondence will be entered into.
8. The event organisers reserve the right in their discretion to reject or cancel any entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of the organisers, the entrant is unable to complete the event or reach the checkpoint in the allotted time. Cancellation of an entry or entries by either party will not result in any refund except where the event organisers deem appropriate. Our decision is final and no correspondence will be entered into.
9. All competitors must follow the approved course, observe normal traffic rules and obey all directions and instructions given by event officials and the police.
10. Spectators may not follow competitors on foot, in vehicles or with any other mode of transportation.
11. No roller skates, roller blades, skateboards, bicycles, hand-cycles, scooters will be permitted. Dogs on lead may be permitted with prior consent from the race organiser.
12. As the event course will not be closed to vehicle traffic and in the interests of participant safety, the use of listening devices (iPod, MP3 or similar) using any form of headphone or earpiece will not be permitted.

PARTICIPANTS AGREEMENT

I agree to the above terms and the following as a condition of entry into the event:

1. I declare, as a condition of entry into 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 or impairment which may cause me or any other person injury or death while participating in the event. Traralgon Harriers Athletics Club may refuse to allow me to participate in the event if reasonably required for the safety of myself or others.
2. By competing, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury and acknowledge that I will be responsible for my own health and safety during

the event. If I observe any safety risk during the event, I agree to notify event management immediately and take all practicable steps to ensure my own health and safety and the safety of others. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims, demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of my participation in this event or any breach of these terms. This release shall extend to and include Traralgon Harriers Athletics Club and its affiliated body Athletics Victoria, its committee and any volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever, and promoters and sponsors. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assignees.

3. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of event medical and paramedical personnel in the event of any injury, accident or illness to me as the result of my participation in the event.

4. I agree to abide by the event rules and conditions and agree that the event organisers may, at their absolute discretion, vary the event rules and conditions without prior notice to me.

5. I acknowledge that the entry fee is not refundable under any circumstances except in accordance with this paragraph 5 and my entry in this event is not transferable to any other person. Refund of entry fees will only occur under exceptional circumstances as the event organisers deem appropriate and in any case full refund is not guaranteed. Our decision is final and no correspondence will be entered into. Refunds will not be considered after 27 May 2019.

6. I consent to the free publication and/or use in any form of media whatsoever of my name, photograph, image, voice, interview, appearance, statement or otherwise, without payment or compensation.

7. I agree to Traralgon Harriers Athletics Club entering my personal details contained on this entry form into a database which will be used for the administration of the event and which may also be used for future marketing and promotional purposes (including electronic messages). My personal details will not be disclosed by Traralgon Harriers Athletics Club to a third party except third parties who provide assistance with such administration of the event and marketing and promotional purposes (including but not limited to electronic messages). I acknowledge that I will not be registered in this event if I fail to provide such information

8. I agree that the terms and conditions contained in this entry form shall be construed broadly to provide a release, indemnity and waiver to all persons or corporations associated directly or indirectly with the conduct of the event of any liability for loss, injury or other damage to personal property to the maximum extent permitted by law and shall be construed according to the law of Victoria.

9. I declare that all the information supplied by me on this entry form is true and correct. I certify that I have read this document and fully understand it. As a parent or guardian of the competitor, I agree to the above for myself and on behalf of my child and I indemnify and will keep indemnified all people and corporations associated directly or indirectly with the conduct of the event on the terms referred to.

PRIVACY COLLECTION STATEMENT

Any and all personal information collected by Traralgon Harriers Athletics Club will be kept strictly confidential and will not be sold, reused, rented, loaned or otherwise disclosed except to authorised persons involved in activities related to, or under the auspices of its affiliated associations i.e the event photographers. Traralgon

Security Marking

Harriers Athletics Club also reserves the right to release your information to companies in relation to matters of insurance, and to government authorities. Any information you give to us will be held with the utmost care, and will not be used in ways that you have not consented to. However, Traralgon Harriers Athletics Club will not be held responsible for events arising from unauthorised access of your personal information. If you wish to access, alter or delete your information from our database please contact Traralgon Harriers Athletics Club.