

## 2020 Black Swan Marathon

### Waiver / Terms and Conditions / Warning of Risk & Refund Policy for the 2020 Black Swan Marathon: Please read carefully

A legally binding agreement between the event organisers, Sydney Harbour Kayaks Pty Ltd & The Paddle Group Australia Pty Ltd (“SHK / Mirage”) and the intending participant (“I/me”) will be deemed to have commenced on acceptance in writing by SHK / Mirage of my application to compete.

In consideration of and as a condition of acceptance of entry in the 2020 Black Swan Marathon (collectively, the “Event”) on **Saturday 28 March, 2020** (the “Event Days”), I acknowledge and agree with the following:

1. Participating in the Event may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration and accidents with other participants, spectators or road users. I voluntarily assume all risks associated with my participation in the Event or any activity associated with it and will take all reasonable measures to protect myself from the risks of participation. I consent to receive such medical aid or treatment that may be deemed advisable by Event medical and paramedical personnel in the event of my injury, accident and/or illness during the Event.

2. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by me as a result of my participation in the Event.

3. I have sufficiently trained for the Event and to the best of my knowledge, I am not suffering from a condition, illness, injury or other physical disability or impairment that may prevent and/or render me unfit to participate in the Event. I understand that SHK / Mirage may refuse to allow me to participate or continue participating in the Event if in the reasonable opinion of SHK / Mirage it is necessary for my safety or the safety of others.

4. I understand that there is a time limit in which I am required to complete the Event. I will provide evidence of my ability to complete the course in the specified time limit, if requested by SHK / Mirage. If, during the conduct of the Event, an Event official directs my withdrawal because I am likely to be unable to reach the cut-off marks within the advertised time limit or complete the Event within the advertised time limit, I undertake to comply with this direction. In these circumstances I will voluntarily remove myself from the course without liability to SHK / Mirage and agree to be transported to a nominated checkpoint or finish area.

5. I understand that SHK / Mirage reserves the right to refuse my application to register for any of the races making up the Event for capacity/field limit, safety or insurance reasons.

6. I acknowledge that I am responsible for all property I bring to the Event and understand that SHK / Mirage does not accept responsibility for any loss or damage to this property.

7. If competing in the Full Distance 46Km race (as part of the Event), I am 14 years or older on the Event Day. If I wish to compete as a solo paddler and I am under 14 years of age, then I acknowledge that I must gain special permission from the Race Director.

8. I release SHK / Mirage (and their directors, officers, employees, volunteers, sponsors, contractors and agents) from any liability (to the extent permitted by law) for any loss, injury, damage of any description whatsoever suffered in relation to my attendance and participation at the Event, however so caused, other than in relation to any negligent acts or omissions of SHK / Mirage (or their directors, officers, employees, volunteers, sponsors, contractors and agents) and I indemnify them against all liability arising as a result of or in connection with my attendance and participation in the Event including any loss of personal property unless such liability arises as a result of the negligent acts or omissions of SHK / Mirage (or their directors, officers, employees, volunteers, sponsors, contractors and agents).

9. At the Event, I agree to comply with all the rules and directions of Event officials. When participating in the Event, I also agree to follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event officials and police.

10. I understand that SHK / Mirage reserves the right to alter the course and/or Event format, including changing the distance of the course due to any unforeseen circumstances. Such alterations may be due to the direction of councils, police or other organisations that are associated with the Event.

11. In connection with the Event, I agree not to mislead Events officials, obtain an advantage by deception or otherwise act dishonestly.

12. I grant SHK / Mirage and the contractors and suppliers engaged by SHK / Mirage in connection with the Event a royalty free right for use in perpetuity, to use and allow the use of my name, image,

voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Event. I acknowledge that the official Event results list, published publicly, will display my name, corresponding Event number and finish time.

13. I understand that my entry in the Event is non-transferable and I understand that passing on my race bib and/or boat number to a third party to participate in the Event in my place is prohibited. I understand that SHK / Mirage predominantly imposes this requirement for safety reasons as SHK / Mirage needs to have accurate information about all participants in the Event so as to properly assist all Event participants in the case of a medical emergency or for other similar reasoning.

14. I acknowledge that my entry fee is not refundable except in accordance with this paragraph. I understand that if I do not wish to participate in the Event, I must notify SHK / Mirage in writing of my intention to withdraw, return to SHK / Mirage my race bib and/or boat number, and I agree I will not transfer my race bib and/or boat number to any third party.

I understand that if I withdraw from the Event up to and until **11:59pm Friday March 20, 2020**, there is a cancellation fee that applies (i.e. I will be returned 75% of the entry fee paid). Should I withdraw from **12.00am on Saturday March 21, 2020** onwards for any reason (including, but not limited to, medical reasons), there is no refund of any portion of my entry fee, subject to applicable laws.

15. I agree that in the event of Event cancellation due to storm, rain, flood, inclement weather, winds or other Acts of God conditions, my Event entry fee shall not be refundable to me, subject to applicable laws.

16. I understand that my entrant details are collected by SHK / Mirage for the purpose of conducting the Event and associated events, including but not limited to identifying participants in the Event, recording results, communicating with me and other participants about the Event and other associated events and to assist SHK / Mirage in improving and marketing its goods and services. I understand that by supplying SHK / Mirage with my e-mail address I agree to receive regular e-newsletter updates from SHK / Mirage in order to stay informed about the Event.

17. I understand that if I breach (or am reasonably suspected of breaching) these terms and conditions, I may be disqualified from the Event and/or the details of my participation in the Event may be removed from any register, database or publication (publicly available or otherwise) associated with the Event, in SHK / Mirage's discretion.

18. I acknowledge that information collated on the entry form submitted by me and relating to me may be shared with other SHK / Mirage companies, database managers and other organisers of the Event. I understand that my personal information is being collected by SHK / Mirage in compliance with the regulations set out in the Privacy Act 1988, as amended ("Privacy Act"), and the Australian Privacy Principles for the purpose of conducting and facilitating my participation in the Event. I understand that if I choose not to share certain personal information that my application may be rejected in SHK / Mirage's discretion. I understand that if I wish, I am able to access, change and update information SHK / Mirage has about me at any time by contacting SHK / Mirage, subject to the terms of the Privacy Act. I understand that SHK / Mirage will endeavour to respond to my request within 30 days, that SHK / Mirage may be contacted during normal working hours on (02) 9969 4590 and that SHK / Mirage is happy to send to me a full copy of the Privacy Policy should I require more information

19. I understand that these terms and conditions shall be construed according to the laws of the State of New South Wales, Australia.

20. I understand that as a parent or guardian for a participant in the Event (if applicable), I agree to the above for myself and on behalf of my dependent.

Name(s):

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Signed:

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