

**Battle on the Balonne Backwards Waiver - PLEASE READ AS THIS MAY AFFECT YOUR RIGHTS**

*Whilst all reasonable care is taken by the race organisers and officials when organising an event, all participating runners and volunteers have an equal responsibility to ensure they take all reasonable care by adhering to the road rules, minimal impact policy and any other conditions imposed by officials ensuring a safe race environment for all concerned.*

*Please read this waiver carefully. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your acceptance and agreement to the terms of the Participant's Agreement, Minimum Impact Policy and Privacy Policy below.*

*Warning: This is a legal document that affects your rights, if you are uncertain or uncomfortable with some of the conditions of registration then we recommend that you obtain advice to ensure you understand and accept the conditions of entry.*

**PARTICIPANT'S AGREEMENT**

*1. I acknowledge that participation in this event involves the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, accidents with other participants, spectators or road users, course or weather conditions and other causes.*

*2. I understand that I should not participate in these events unless I have trained appropriately, and a medical practitioner has verified my physical condition.*

*3. By participating in these activities, I accept all risks necessarily flowing from my participation, which could result in loss of life or permanent injury. 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 or connected with my participation in these events. This release shall extend to and include Battle of the Balonne, Tri St George Inc, Balonne Shire Council, Triathlon Queensland Inc, and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the events, the owners, licensees and occupiers of land upon which the events 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 events in any manner whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.*

*4. I consent to receiving any medical treatment including ambulance transportation that the event organisers think desirable during or after the event.*

*5. I consent to event organisers using my name, image and likeness before, during or after the event for event promotional broadcasting or reporting purposes in any media. The event organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the event organiser.*

*6. I understand that compulsory insurance cover effected for participants in these events may not cover me for any or all injury, loss or damage sustained by me.*

7. Safety precautions undertaken by organisers (such as course supervision and race safety briefings) are a service to me and other competitors but are not a guarantee of safety.

8. I am fully responsible for the security of my personal possessions at the event including my bike and other valuable items within the race transition area. I agree that after the promoted unsecure time of transition, I am fully responsible for any possessions I have left in the area. The event organisers will not be liable for replacement of any personal possessions.

9. My registration is non-transferable to other people.

If I am unable to compete, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is transferable however is non-refundable. A transfer fee may apply.

10. I will list my medical or physical conditions from which I suffer that might affect my performance or be relevant. I accept the risk of participating, despite these conditions. (Please record any relevant information online on the RACE REGISTRATION page when booking)

11. I agree to abide by all event rules and directions issued by Triathlon Australia and the event organiser.

12. Event organisers may change the event format, course or other event conditions at their discretion. If that occurs, this agreement applies to the changed conditions.

13. Any withdrawals prior to Sunday 23<sup>rd</sup> February 2025 will be entitled to 50% Refund of registration fee, an admin fee may apply. Any withdrawal request after 11:59PM Sunday 23<sup>rd</sup> of February 2025 will not be entitled to ANY refund.

#### MINIMUM IMPACT POLICY

Before, during and after each event competitors, volunteers and supporters are encouraged to follow standard 'leave no trace' environmental guidelines. To reduce our carbon footprint, competitors are encouraged to make use of transport provided or organise to travel with fellow competitors.

#### PRIVACY POLICY

We are committed to protecting your privacy.

We collect information about you for 2 reasons: firstly, to process your information and second, to provide you with the best possible service.

You may be added to our email list, but you have the option to unsubscribe at any time. We send a few emails a month as a reminder of upcoming events, or to share some news.

The type of information we may collect about you includes:

- your name - • your date of birth - • address - • phone number - • email address

You can check the information that we hold about you by emailing us. If you find any inaccuracies, we will delete or correct it promptly. The personal information which we hold will be held securely in accordance with our internal security policy and the law. We may use technology to track the patterns of behaviour of visitors to our site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this happening. The information collected in this way can be used to identify you unless you modify your browser settings.

If you have any questions/comments about privacy, you should email us on [tristgeorgeinc@gmail.com](mailto:tristgeorgeinc@gmail.com) or phone us on **0428378510**

You must be over 18 years of age OR the parent/legal guardian of a minor under 19 years of age OR the legal guardian of an incapacitated and/or mentally challenged person in order to agree to the text above.

*By ticking the button in the RACE REGISTRATION page in the booking area, you agree to the Participant's Agreement, Minimum Impact Policy and Privacy Policy.*