



## 2024 Mighty Jarrah Trail Run – Terms & Conditions of Entry

PARTICIPANTS AGREEMENT WARNING: This is a legal document that affects your rights.

### **Please Note**

The below Terms and Conditions of Entry apply to all riders participating in the 2024 Mighty Jarrah Trail Run Event. An entry to the Event will not be accepted until the participant registering has agreed to the below Terms and Conditions of Entry by electronically accepting it when registering, or by a parent or legal guardian if under the age of 18 years.

### **1. Definitions**

**Entry Fee** means the relevant fee (calculated under clause 4) for **Your** entry in the **Event**.

**Event** means the **2024 Mighty Jarrah Trail Run** event proposed to be conducted by the **Organiser** on the event course on Saturday, 14 September 2024 under any event category.

**Event Website** means the website at [www.dwellingup100.com.au](http://www.dwellingup100.com.au) and any pages within that website.

**Harm** means death, personal injury (including burns), psychological trauma, loss or damage (including property damage).

**Interested Parties** means the **Organiser** together with landowners, local councils and other public bodies, sponsors, governing bodies and suppliers in any way involved in the organisation or conduct of the Event.

**Law** means all acts and statutes (of the State of Western Australia or Commonwealth of Australia) enacted and all regulations, by-laws, requisitions or orders made under any Law from time to time.

**Organiser** means The Event Team Pty Ltd ABN 25 628 165 435 of PO Box 4041 Woodlands, Western Australia, 6018, its directors, officers, employees, agents, volunteers, LOC and contractors. With the **Organiser** contactable at [admin@theeventteam.com.au](mailto:admin@theeventteam.com.au) or (08) 6245 2470.

**You** and **Your** means the person completing the online registration personally (or by a parent or guardian on his or her behalf where the participant is under the age of 18 years) or as an authorised agent for and on behalf of an **Other Participant**.

**Other Participant** means any other person for whom **You** complete the online registration for including anyone under 18 years of age.



## 2. Registrations, personal information, acknowledgments

- (a) By participating in the **Event**, **You** acknowledge that **You** have read the Terms and agree to be bound by them (whether or not **You** comply with clause 2(d)).
- (b) **You** certify that **You** are 18 years of age or older at **the time of completing the online registration** and have read this document and fully understand it or, if the **Other Participant** is under the age of 18 yrs on **Event** date, then:
  - (i) A parent or guardian must agree to be bound by these Terms and is responsible for all details provided of the **Other Participant** in the registration and that **You** fully understand it.
- (c) The personal information that **You** have provided to the Organisers is:
  - (i) Correct and true come event time and if any details change **You** will contact the event organisers to update any out-of-date information; and
  - (ii) **You** have the legal capacity to agree to these Terms; and
  - (iii) **You** will not use a false name or impersonate another person in the online registration or in relation to the **Event** generally.
- (d) **You** acknowledge and agree that:
  - (i) By clicking the "I AGREE..." box on an electronic copy of these Terms that will be provided to **You** as part of the online registration or by email following online registration that **You** will be bound by these Terms; and
  - (ii) In any event, by participating in the **Event** **You** will be bound by these Terms (even if **You** fail to click the mandatory "I AGREE..." check box on an electronic copy of these Terms or if the Organiser does not receive confirmation that **You** have done so).

## 3. Registration personal information changes

- (a) **Your Event** registration must be completed, and no changes made after **You** have collected your timing chip at check in.
- (b) In the event you need to update your personal information, **You** agree that **You** will contact the **Organisers** of the **Event**, or make the relevant changes online via **Your** registration login.
- (c) **You** acknowledge and agree that no amendment may be made to an Event registration which would result in:
  - (i) False information being provided; and
  - (ii) That the information provided is **Your** up-to-date personal information and that this is not a transfer of **Event** registration to another person.
- (d) **You** acknowledge and agree that any changes to **Your Event** registration will not result in any part of the **Event** fee that has been paid being refunded by the **Organiser**.

## 4. Payment and additional charges

- (a) **You** must pay the **Entry Fee**, stated at the end of the registration, in full during the online registration once all relevant information has been provided, and that **You** understand **Your** spot is not secured until **You** have made the full payment stated in the registration.
- (b) The **Entry Fee** varies depending upon the capacity in which **You** participate in the **Event** and the time at which payment is made and can be calculated according to the prices shown on the **Event Website**.
- (c) **You** understand that if **You** or the **Other Participant** is 17 years or over on event day, that a mandatory \$7 charge has already been included in the entry fee price to cover the DBCA costs for maintaining the



course the event is held on. If You or the Other Participant is 16 years or under on event day, then a \$7 discount will automatically be applied to the entry fee based on the DOB that has been entered.

## 5. Refunds & Change of Heart

- (a) **You** acknowledge and agree that **You** are not entitled to any refund where **You**, or the **Other Participant**, withdraws from the **Event** at any time or are unable to participate or complete the **Event** for any reason (including where **You** are incapacitated or declared medically unfit for any reason).
- (b) The Change of Heart policy for purchase during the registration process for \$20 per participant in addition to the **Entry Fee**, can only be purchased during the registration process and cannot be added after the registration has been completed.
- (c) In the event **You** have purchased the Change of Heart during registration, clause 5(a) does not apply to **You** up until 1 hour prior to the registered **Event** advertised start time on the **Event Website**.
- (d) In the event **You** withdraw within the 1 hour of the advertised **Event** start time, **You** understand that **You** will then fall under clause 6(a) and **Your** Change of Heart is no longer valid.
- (e) **You** understand that in order to withdraw from the **Event** or use the Change of Heart policy **You** must contact the **Organisers** in writing more than 1 hour prior to the advertised **Event** start time.
- (f) Optional items purchased during registration are non-refundable.
- (g) The **Organiser** does not guarantee that the **Event** will take place at the time stated on the **Event Website** and reserves the right to delay the starting time of the **Event** or to alter the duration of the **Event** or any proposed **Event** activities, or to cancel or abandon the **Event** at any time at its discretion, where circumstances occur beyond the reasonable control of the **Organiser** including but not limited to bad weather, extreme heat, Government legislation, or other safety or security or public health concerns. Where the **Event** is delayed, altered, cancelled or abandoned in any circumstance, **You** agree that no refund of the Event Fee will be payable and that **You** will not have any claim for damages or loss of any kind against any of the **Interested Parties**.
- (h) The **Organiser** is not obliged to ensure competitor items are distributed to all competitors.
- (i) All entries are non-transferable to the following year or to others.

## 6. Personal Conduct

- (a) You are responsible for ensuring that:
  - (i) You are in an appropriate physical and mental condition to participate in the Event including taking into account Your level of general health, physical fitness, any physical or medical condition, physical and mental stamina and likelihood of fatigue;
  - (ii) **You** have obtained adequate insurance to cover any injuries and loss or damage to **Your** property that occurs during the **Event**; and
  - (iii) **You** do not participate in the **Event** while under the influence of alcohol or other drugs; and
  - (iv) **You** are capable of participating at the basic level and are able to achieve the intended registered distance without support.
- (b) You agree:
  - (i) That the **Organiser** may exclude **You** or the **Other Participant** the registration is for from the **Event** if deemed necessary by the **Organiser** under any circumstances or in the event of a breach of these Terms & Conditions; and



- (ii) That no participant who is under 18 years of age at the date of the **Event** will be allowed to participate unless the registration has been completed by a parent or guardian over the age of 18 years and has agreed to these terms.
- (c) During the **Event**, **You** or the **Other Participant** this registration is for, must not engage in any conduct that may cause **Harm** to another participant or their property, or in any criminal activity, bad language or other antisocial behaviour that will interfere with the conduct of the **Event** or damage the reputation of the **Event** or the **Interested Parties**.
- (d) The **Organiser** reserves the right, in its absolute discretion, to refuse to allow **You** or the **Other Participant** this registration is for, to participate in the **Event** or to require **You** or the **Other Participant** to immediately withdraw from the **Event** and leave an **Event** venue at any time if **You** breach these Terms, or otherwise where the **Organiser** determines it is in the best interests of the **Event** or the **Interested Parties** to do so, and in any such case **You** or the **Other Participant** will have no claim against the **Organiser** or the **Interested Parties** for any **Harm You** or the **Other Participant** may suffer and **You** will forfeit all **Entry Fees**.
- (e) **You** acknowledge that **You** or the **Other Participant** must meet the course cut-off times advertised on the **Event Website** and must comply with all directions of the **Organisers** in respect of the **Event**.

## 7. Event Risks

- (a) **You** acknowledge that attending or participating in the **Event** involves inherent risks that may result in **You** or the **Other Participant** suffering **Harm**. These risks include, but are not limited to:
  - (i) Accidents resulting in **Harm** and arising from exposure to inclement or extreme weather conditions;
  - (ii) Collisions resulting in **Harm** and or damage to persons or property;
  - (iii) Acts of violence and other harmful acts (intentional or inadvertent) committed by participants or persons attending, or encountered during the **Event** and resulting in **Harm**;
  - (iv) Wildlife that might be present at the advertised **Event** location;
  - (v) Accidents resulting in harm caused by participant fatigue; and
  - (vi) The conduct of the **Event** in a remote location with limited or no access to medical facilities and assistance, telecommunication services and emergency services and equipment which may result in **Harm**.

## 8. Medical treatment and services

- (a) **You** consent to receive and pay for any medical treatment where insurance may not cover such service/s (including without limitation, ambulance or emergency transportation) which is considered by the **Organiser** to be advisable or deemed reasonable before, during or after the **Event** and agree to indemnify and keep indemnified the **Organiser** for all costs associated with this medical treatment.
- (b) Where **You** or the **Other Participant** receives medical treatment before, during or after the **Event** (at the request of or in consultation with the **Organiser**), **You** agree to provide a copy of the medical records for that medical treatment to the **Organiser's** insurers upon request.
- (c) If **You** receive medical treatment before, during or after the **Event**, **You** or the **Other Participant** consent to the **Organiser** providing to persons giving such medical treatment any medical information about **You** or the **Other Participant** that the **Organiser** has received in connection with **Your** participation in the **Event** (including in the online registration process).



## 9. Indemnity

**You** indemnify and hold harmless the **interested parties** to the fullest extent permitted by law, from and against all actions, claims, proceedings, demands, liabilities, losses, damages (including indirect and consequential loss), expenses, costs (including legal costs on a full indemnity basis) whatsoever that may be incurred, as a direct or indirect result of **your** participation or the **other participant** in the **event** and/or participation in the **event**.

## 10. Privacy and data

- (a) **You** consent to the Organiser collecting and using **Your** name or the **Other Participant** registered, on the **Event Website** or other social platforms for promotional purposes and to the extent permitted by the Law.
- (b) **You** consent to the **Organiser** sharing relevant personal information provided during registration to those **Interested Parties** that require it.
- (c) **You** agree that photos taken at the **Event** can be used in advertising and promotional material for Backroads and its **Organiser** provided that all images will reflect behaviour that is appropriate and will meet community standards of acceptable dress and deportment and will not contain **Your** personal details, and the **Organiser** will remove those photos where requested by **You**.
- (d) All data stored falls under the registration software companies Terms and Conditions and Privacy Policy and is not affiliated with the **Organiser**.

## 11. Event cancelation

- (a) **You** agree that the **Organiser** may in its sole and absolute discretion cancel or postpone the **Event** at any time before or during the conduct of the **Event** and if that occurs, neither **You** or the **Other Participant** will have any claim for damages or loss of any kind against the **Interested Parties**.

## 12. Amendment of terms or event

- (a) **You** acknowledge that the **Organiser** may amend these Terms at any time, in its sole discretion, but must notify **You** where an amendment is important and will impact detrimentally on **You**. **You** agree that the **Organiser** can notify **You** by sending an email to the email address included in the online registration process.
- (b) **You** acknowledge and agree that the **Organiser** may amend the **Event** and any format of it at its discretion in order to better the **Event**.

## 13. Previous disclaimers

- (a) To the extent there is any inconsistency, these Terms replace all previous Terms & Conditions in relation to the **Event** and the **Organiser**.

## 14. Severance

- (a) If any provision of this document is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.



## 15. Public health

- (a) **You** must follow Federal Government, Federal or State Health Department and State Public Health Orders or directions relevant to Western Australia before, during and after the **Event** if required.

## 16. RISK WARNING AND ACKNOWLEDGEMENT

- (a) **Your** participation in the **Event** may involve risk. The risks involved may result in property loss or damage and personal injury including death. Prior to participating in the **Event**, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition **You** or the **Other Participant** may have. You acknowledge, agree, and understand that participation in the **Event** including the services provided by the **Interested Parties** may involve risk.
- (b) **You** freely and voluntarily assume all risks associated with participating in the event including the risks described in clauses 7 and **Error! Reference source not found.** and acknowledge that **You** or the **Other Participant's** participation in the event is entirely at your own risk and that you may withdraw from the event at any time.
- (c) **You** also acknowledge that the risk warning in this clause 16 constitutes a 'risk warning' in accordance with relevant law including the *Civil Liability Act 2002 (WA)*.
- (d) **Warning:** if **You** participate in these activities your rights to sue the **Interested Parties** if **You** or the **Other Participant** are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.
- (e) **Note:** the change to **Your** rights, as set out in or on this notice, does not apply if **Your** death or injury is due to gross negligence on the **Interested Parties** part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.
- (f) **You** acknowledge that **You** have read this assumption of risk and that it has been explained to **You**, if required. **You** fully understand its terms and that **You** have given up substantial rights by signing it. **You** signed the document freely and voluntarily without any inducement made to **You** and intend **Your** signature or other acknowledgement to be a complete and unconditional release of all liability to the greatest extent allowed by law.