

## **WARNING, RELEASE AND INDEMNITY**

**RISK WARNING:** This is a physically demanding event and requires training and fitness. It is a recreational activity that involves a significant risk of impairment of a participant's physical condition or injury and even death from various causes including; dehydration, over exertion and accidents with other participants, spectators or road users.

**DECLARATION, WAIVER AND RELEASE :** In consideration of, and as a condition of acceptance of my entry in the Launceston TEN Fun Run, I declare and agree that:

1. I am physically fit and have trained for this event. I am not aware of any medical condition, impairment, disease, illness or any other reason why I should not participate in the event and that I have not been advised by a qualified medical practitioner not to participate. Where I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the event, I will withdraw from or discontinue my participation in the event.
2. My participation in the Launceston TEN Fun Run is at my own risk and I acknowledge the above risk warning.
3. I release the Launceston Athletic Club Inc, its officers, committees, agents, representatives, members and event sponsors, from and against any claims of any kind (whether at tort, contract or statute) including personal injury, death or property damage, however caused (including negligence) and arising out of my participating in the Launceston TEN Fun Run.
4. I understand and acknowledge that Launceston Athletic Club Inc does not make any warranty (implied or express) that event services will be provided with due care and skill.
5. I indemnify the Launceston Athletic Club Inc, its officers, committees, agents, representatives, members and event sponsors, from and against any claims made against them arising from personal injury, death or property damage caused to another person by me in the course my participation in this event.
6. My name, likeness and image may be recorded and used by Launceston Athletic Club Inc (in any form of media) for activities associated with or incidental to this event, including the promotion of the event, without my permission and without any form of compensation to me.
7. I consent to receiving treatment from a qualified medical practitioner during or immediately after the event if unable to provide consent at the time such treatment is deemed to be required.
8. This agreement is governed by the laws of Tasmania. If any part of this agreement is held to be invalid or otherwise unenforceable then that part will be deemed to be severed without affecting the enforceability of the remainder of this agreement.