

1. The participant (**Participant**) in Bob Tug Wilson's Walk for Kids with Cancer (**the Event**) acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of The Children's Hospital at Westmead and without notice to the Participant.

2. I declare, as a condition of entry into the Event, I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of Event participation.

### **3. Agreement Waiver and Indemnity**

In consideration of acceptance of my entry in the Event, I, and on behalf of my heirs, executors and administrators agree with each of the Indemnified Parties (as defined herein) and declare that: I hereby waive release and discharge all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) for which I might have or which arises out of my death, injury, damage or loss of any description which I may suffer or sustain as the result of my participation in the Event.

4. This waiver release and discharge shall operate jointly and severally in favour of The Children's Hospital at Westmead and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, 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, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event.

5. I agree to indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements whatsoever (including without limitation for negligence, breach of contract and/or breach of statute) arising out of, in connection with, or in relation to my participation in the Event. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases and indemnities in this document continue forever and bind my heirs, executors, personal representatives and assigns.

6. Only entries submitted through the official online registration system will be accepted. The information on how to enter and the details about the Event forms part of these terms and conditions of entry. The number of competitors will be strictly limited and will be decided on the basis of first received or until registrations close.

7. I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the race committee and other persons corporations and bodies involved in promoting or staging the Event. The decision to participate is entirely my own and I accept all risks associated with participation in the Event, including but not limited to loss of life and/or any injury including without limitation any permanent injury.

8. I agree to abide by all Event terms and conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event officials and the police.

9. I agree and accept that The Children's Hospital at Westmead may, at its absolute discretion, at any time and from time to time vary the rules and regulations of the Event and without prior notice to me.

10. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical Officials in the event of any injury accident or illness to me during my participation in the Event.

11. I acknowledge that I must wear the official chest bib corresponding to the registration made in my name on my chest such that the allotted race number and sponsor names can be seen for the duration of the Event. A timing tag is attached to the back of the race bib to enable each participants' run to be timed. Participants must not tamper with the timing tag attached to their race bib. Timing services are provided by contracted timing service providers, and The Children's Hospital at Westmead takes no responsibility for errors or omissions in the timing data. By participating in the Event and wearing the race bib, each Participant consents to the Event and timing service provider collecting and publishing his or her timing data for the Event. The participant understands that starting the race before their assigned wave start time will result in disqualification.

12. No roller skates, roller blades, hand cycles, geared vehicles, skateboards, bicycles, scooters, dogs or other accessories that may cause injury will be permitted.

13. The Children's Hospital at Westmead reserves the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of The Children's Hospital at Westmead, I am unable to complete the Event within the cut-off times. The Children's Hospital at Westmead will not be obliged to refund any portion of the entry fee in such circumstances.

14. The Children's Hospital at Westmead reserves the right to change or modify any part of the Event including the date, course and location at any time and from time to time. Details of any such changes will be published via the Event website, facebook page, Event e-newsletter and/or other means.

15. I acknowledge that The Children's Hospital at Westmead or its representative may remove me from the Event area and/or exclude me from participation in the Event if in The Children's Hospital at Westmead's sole opinion it is necessary to do so (a) if my behaviour is inappropriate, offensive, or abusive, (b) to prevent damage to any property, (c) on medical or health and safety grounds (including to prevent possible harm or injury to myself and/or any other person), or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.

16. I agree that registration in the Event is personal to me and that no other person is permitted to participate in the Event in my place.

17. I understand that should my contact details change after my registration is completed, it is my responsibility to notify the Event organisers.

18. I consent to the publication and/or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, (including the publication of my name and/or Event result, suburb and applicable age bracket in any Children's Hospital of Westmead publication and/or on the Event website) without payment or compensation.

19. I declare that all the information supplied by me in the registration process is true and correct.

20. Promotional codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity period. Promotional codes are not able to be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by the code owner.

21. The Children's Hospital at Westmead reserves the right to modify, suspend and/or cancel any promotional code at any time without notice to Participants. No refunds will be made to Participants who have access to a promotional code but did not use the code at the time of purchase.

21. The Children's Hospital at Westmead reserves the right to cancel the Event at any time.