Participant Terms and Conditions

TAZFIT TRAIL SERIES 5 2019

The following Terms & Conditions apply to any person who has submitted an application for the TAZFIT TRAIL SERIES 5 (the "Trail Run").

DEFINITIONS

"**TAZFIT**" means Tazfit Health Group (Tazfit Personal Training and Bootcamps) (ABN 99 694 765 906) 115/86 Murray Street, Hobart TAS 7000.

"Trail Run" means the Tazfit Trailblazers Trail Series 5 Trail Run to be held on dates per the Tazfit Trailblazers Event Schedule 2019 – Series 5 <u>http://www.tazfitgroup.com/tazfit-trailblazers.php</u>.

"Claims" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Trail Run.

"**Releasees**" means the business and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants and any others who give recommendations or engage in risk evaluation regarding the Trail Run and the owners, occupiers and lessees of any premises used for the Trail Run and their respective directors, servants, employees and agents.

Acknowledgement and Certification

I wish to participate in the Trail Run and understand that participation has inherent risks, including risks to my personal heath arising from the physical nature of the Trail Run. I do so voluntarily of my own free will and at my own risk.

I am aware of the fitness level required to undertake the Trail Run and accept all risks associated with my participation in it. I will advise the Foundation of any pre-existing medical conditions that might reasonably be expected to increase my risk of requiring medical attention during the Trail Run

I warrant that I am in a good state of health, that I am not receiving any medication or taking any drug which may affect or interfere with my ability to engage in the Trail Run and, other than as set out below, that I am free from any injury, medical condition (including pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Trail Run or which may affect or interfere with my ability to engage in the Trail Run.

Waiver of Liability and Indemnification

In consideration of the Foundation accepting my entry into the Trail Run, to the maximum extent permitted by law I absolutely release and waive any Claim I might otherwise have against the Releasees in respect of any injury, death, loss or damage I suffer as a result of my participation in the Trail Run, howsoever arising, including as a result of any breach of contract and/or negligence by the Releasees.

To the maximum extent permitted by law I indemnify and hold harmless the Releasees against any loss or damage suffered by them as a result of any Claim made by or against me during the Trail Run howsoever arising, including as a result of any act, neglect or default caused by me during the Trail Run.

I acknowledge that under the *Civil Liability Act 2002* (Tas), the Releasees will not be liable for any harm suffered by me due to the materialisation of an obvious risk to my participation in a dangerous recreational activity. I acknowledge that participation in the Trail Run is a dangerous recreational activity.

Medical Treatment and Costs

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Trail Run, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate Tazfit personnel and emergency medical personnel at the Trail Run to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).

I authorise to secure emergency medical care or transportation (i.e., TAS) when deemed necessary by Tazfit or Event personnel and to notify my emergency contact if I am not able.

I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Trail Run, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services.

Media and Photography

I grant to Tazfit and its affiliated entities or contractors and/or the media my permission and authority to use my name, image, voice, and/or likeness in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record captured during the Trail Run for any purpose whatsoever without compensation.

Personal information, including photos, is collected, held and used by Tazfit for event coordination and administration purposes, Tazfit event marketing and Tazfit fundraising activities. Please contact us if you do not consent to Tazfit holding and/or sharing your personal information. Our privacy policy is available at <u>www.tazfitgroup.com</u>.

Communication

I understand that my email address will be used for registration confirmation and updates about the Trail Run as well as support to help me reach my fundraising and training goals. From time to time Tazfit may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Tazfit (other than information that relates to this Trail Run) or if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Tazfit Privacy Policy I can contact the Tazfit Director via email to: <u>tazfitgroup@gmail.com</u> or by calling 0419 992 007.

Print Full Name:	
Signed:	
Date:	
Emergency Contact	
Full Name:	 Mobile: