

INTVL – WAIVER

In consideration of us providing the Activities (as defined below), this Waiver of Liability (**Waiver**) is made by the individual undertaking the Activities (**Participant, you or your**), or the Participant's legal guardian, where the Participant is under 18 years old or a dependent, with Sunday Run (**we, us or our**).

Acceptance

By ticking a box indicating acceptance, you agree that you have read, accepted and will comply with this Waiver, and that you are 18 years or older. If you are accepting this Waiver as a parent or legal guardian of the Participant, you warrant and agree that you have the required authority to consent on behalf of the Participant.

You agree that this Waiver is governed by the laws of Victoria.

Risk

You will be participating in a group running event located in Elwood, Victoria (**Activities**).

Participating in the Activities may expose you to the risk of death, physical harm, personal injury, psychological and emotional harm, physical exertion, disease, illness and/or loss or damage to property which may arise from:

- third party participants;
- your physical fitness level, tiredness or overexertion;
- strenuous exercises;
- your training technique;
- pre-existing health conditions; or
- any failure to comply with our instructions or directions.

You have read this risk warning and you are aware of and voluntarily accept any risk that may arise from your participation in the Activities.

Medical Conditions

In the event that you become aware of any medical, physical or psychological condition, injury or impairment that may be detrimental to your health, a risk to your safety or affect your proper and safe participation in the Activities, you must stop participating and you should contact a medical provider. You agree to notify us of any pre-existing conditions that may affect you prior to participating in the Activities and to immediately notify us of any injuries that occur while participating in the Activities. You warrant to us that:

- (1) you have the required physical health and fitness needed to participate in the Activities; and
- (2) you know of no medical or other reason why you cannot or should not participate in the Activities.

Exclusion of Liability

Under the Australian Consumer Law (Cth) (**ACL**), statutory guarantees apply to the supply of services. As the Activities are recreational services, under the ACL, we may ask you to agree to exclude your rights in relation to these statutory guarantees.

To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any loss or liability arising from or in connection with any personal injury or death caused or contributed to by your participation in the Activities, except where caused by our reckless conduct.

Statutory Waiver

In this section, we are the “**supplier**” and “**this form**” means the Waiver.

If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) are excluded, restricted or modified in the way set out in this form, if you die or are injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's 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. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Media Release

You consent that we may, or any person acting on our behalf:

- (a) take photographs, film, or audio recording of you participating in the Activities (**Material**); and
- (b) use, reproduce, publish, communicate or broadcast the Material in any form (including on our website, social media, third party websites or blogs, print or digital media) for commercial purposes.

For any questions or notices, please contact us at: louis@sundayrun.com.au