

Dynamic Running Ltd. Waiver/Participant Agreement, last updated on 29 September 2022

WARNING: This is a legal document that affects you and your family's rights.

Please read this waiver carefully. Your ability to participate in the Event is subject to your acceptance and agreement to the terms of the waiver below.

An 'Event' includes races, training runs, training programs such as the Beginner Runners' Clinics or Squads, social activities, or any other activities organised by the 'Event Organiser' Dynamic Running Ltd.

'Race Registration Fee' includes race fees, merchandise and any other payments or donations made during the registration process.

1. I understand the demanding physical nature of the Event. I acknowledge that participating in the Event is a dangerous activity that involves the real risk of serious injury, physically or mentally, or even death from various causes which may include (but not limited to): overexertion, dehydration, heart problems, hypothermia; fire; heat exhaustion; venomous snakes, slips, trips or falls, disorientation, actions of other participants, spectators, volunteers or road/trail users, equipment failure, accidents caused by my own actions, the course, road, track and traffic conditions, inclement weather or unforeseen events. I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event.
2. My Race Registration is purchased for personal use only. The Race Registration cannot be donated or otherwise given away for free, nor can it be resold or offered for resale by anyone. My Race Registration is not transferable to other people, or to another Event. There is no option to defer the Race Registration to a subsequent year. If I am unable to compete, **no refund will be provided on the Race Registration Fee**, with one exception. A 50% refund on the race entry fee can be requested for the 126.6km 3M3D Grand Slam race via a written request submitted to the race email address of the Event Organiser at least two months prior to race day.
3. I understand that I am responsible for my own personal injury / personal accident insurance cover, personal items insurance cover and medical insurance cover. I will bear all financial responsibility for all and any medical treatment arising from my participation in the Event; including but not limited to ambulance, doctor, and hospital fees.
4. By participating, I accept all risks necessarily flowing from my participation that could result in injury or death. Accordingly, I release all people associated with the conduct of the Event from, and will indemnify them against, all liability (including liability for their negligence) for any and all injury, loss or damage arising out of or connected with my participation in these activities. For clarification, the people released include board members, coaches, organisers, sponsors, managers, government and public authorities, contractors, volunteers and medical and paramedical personnel supporting the Event. This release and indemnity is perpetual and binds my heirs, executors, personal representatives and assigns.
5. I am not aware of any medical condition or impairment that will be detrimental to my health if I participate in this Event. In the event that I become aware of any medical condition or impairment or I am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
6. (Optional) I will inform the Event Organiser of my medical and/or physical conditions from which I suffer that might affect my performance or be relevant. I accept the risk of participating, despite these conditions.
7. I consent to receive any medical treatment that the Event Organiser or medical or paramedical personnel believe is necessary for my health because of illness or injuries suffered by me before, during or after the Event.
8. I acknowledge that safety precautions undertaken by the Event Organiser (such as pandemic/epidemic checklists, Event briefings, maps and signage, aid stations and drink stations) are a service to me and the other participants but are not a guarantee of safety.

9. I acknowledge and understand that I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me. Furthermore, I acknowledge and understand that there may be no or inadequate facilities for treatment or transport if I am injured.
10. I agree to abide by all applicable rules and regulations imposed by the Event Organiser, Athletics North Queensland, Athletics Australia, the International Association Of Athletics Federations ('IAAF') and World Anti-Doping Agency (WADA). I shall not be entitled to a refund if I am disqualified from the Event as a result of an infringement of these conditions or any such rules and regulations. The relevant rules and regulations may be obtained from the Competitor Information Pack for the Event, <https://www.athleticsnorthqld.org.au/officials-education/>, <https://www.athletics.com.au/competition-rules/>, <https://www.wada-ama.org/en/what-we-do/the-code> and <https://www.wada-ama.org/en/what-we-do/the-prohibited-list>.
11. The Event Organiser reserves the right at any time to remove, reject, disqualify or prevent me participating in the Event if, in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other participants or for any other reasonable reason. No refund of the Race Registration Fee shall be made if I have acted negligently, maliciously, with willful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause my removal. It is expected each participant participates in the appropriate spirit.
12. The Event Organiser may introduce cut off times (i.e. limits on the time taken to complete sections of the Event) at its discretion to ensure the safe and proper running of the Event. Subsequently, I understand that I may be instructed to withdraw from the race in accordance with imposed cut off times.
13. Should places in any sub-Event or category for the Event be under- or over-subscribed, the Event Organiser reserves the right to either offer me a place in a suitable alternative category in the Event or withdraw the offer of a place.
14. If the Event Organiser is forced to delay, alter or cancel any activities in the Event due to circumstances beyond its reasonable control (for example any natural disaster, dangerous weather conditions, safety considerations, 'acts of God', terrorism, disease or restrictions due to a disease, Local council directives, Queensland Parks & Wildlife Service (QPWS) directives, or HQ Plantations Pty Ltd trail/road closure), the Event Organiser will not guarantee a full refund. I understand that no liability of any kind will attach to any person, corporation or body involved or otherwise engaged in promoting or staging the Event.
15. I acknowledge and accept that circumstances concerning an event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by me. By way of example, and for illustration purposes only, issues with transport arrangements may arise/change but such changes/issues will not allow me to withdraw nor will the Event Organiser be deemed liable.
16. Two methods of timekeeping shall be recognised at Events: (a) Hand Timing (b) Timing provided by a Transponder System. Times for all participants shall be recorded, unless the Event is a fun run/walk, training session or coaching session. The Event Organiser will use best endeavors to provide an Event finish time for each participant, however the Event Organiser cannot be held responsible for any computer result anomalies or any technical malfunctions.
17. I understand that the minimum ages of entry in the Event are as follows:
 - 5km – Participation from 11 years onwards;
 - 10km – Participation from 13 years onwards;
 - Half marathon – Participation from 16 years onwards;

Marathon – Participation from 18 years onwards;

Ultra – Participation from 18 years onwards.

If a participant is younger than the ages given above, a written request must be made to the Event Organiser, via the race email, to request entry.

18. If I am part of a relay team, each team member must provide confirmation of full details in writing a minimum of 1 week prior to the Event.
19. If I am a Dynamic Running club member, my membership must be current **on the day of the Event** for me to take advantage of any club discount offers such as discounted entry fees or Season Passes.
20. I am fully responsible for the security of my personal possessions at the Event. The Event Organiser cannot be held responsible for lost or stolen valuables.
21. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, before, during or after the Event whether for broadcast, telecast, advertising, promotion, or otherwise, without payment or compensation.
22. I have read the conditions of entry for this Event and I attest that I am sufficiently fit and will be sufficiently trained for the exercise associated with the Event I have chosen. I understand that I should not participate in the Event unless a medical practitioner has verified my physical condition.
23. Entry information is to be collected into a database which is and shall remain the property of Dynamic Running Ltd. The database will be used in the management of Dynamic Running Ltd. and for the purpose of conducting the Event.
24. There is no cooling off period. By progressing with my registration and payment I accept the rules and conditions listed above.
25. The Event Organiser reserve the right to make additions, changes or clarifications of these terms and conditions without prior notice to participants. The Event Organiser will endeavour to advise participants of any changes, but any such change shall be considered effective for all participants whether or not the participant has received notice of the change prior to participation.
26. I acknowledge that the information on the online registration form or otherwise provided by me (or my parent/s or guardian/s, if Under 18) to Dynamic Running Ltd. is true and correct.
27. By completing the online registration of this Event, I acknowledge that I have read the Terms and Conditions of the Event and I Agree (or I Agree on behalf of my child or ward) to comply with them.