

Stadium Stomp Adelaide Oval 2017 Entry and Participation Terms and Conditions

NOTE TO PARTICIPANTS: PLEASE READ THIS DOCUMENT CAREFULLY, INCLUDING THE FORM 1 ON PAGE 5 OF THIS DOCUMENT. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. YOU WILL BE AGREEING TO THESE TERMS AND CONDITIONS WHEN YOU SIGN IN THE SPACE PROVIDED BELOW AS PART OF THE REGISTRATION PROCESS. IF YOU ARE 12- 17 YEARS OLD, THESE TERMS AND CONDITIONS MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN. CHILDREN UNDER THE AGE OF 12 ARE NOT ELIGIBLE TO PARTICIPATE IN THIS EVENT.

Definitions

The capitalised words in this document have the following meaning:

AOSMA means the Adelaide Oval Stadium Management Authority Ltd, ACN 141 259 538.

Australian Consumer Law (SA) has the same meaning given to it in the *Fair Trading Act 1987* (SA).

Event means the stair climbing and endurance event known as stadium stomp, to be held at the Venue on 9 July, 2017.

Form 1 means the form that is prescribed under section 42(2)(b) of the *Fair Trading Act 1987* (SA).

Participant means an individual who is registered to take part in the Event.

Stadium Stomp means King Performance Events Pty Ltd as trustee for King Family Trust trading as Stadium Stomp Australia.

Venue means the Adelaide Oval (AO), War Memorial Drive, North Adelaide SA 5006.

I ACKNOWLEDGE, UNDERSTAND AND AGREE:

Age of Participant

1. [I/the Participant] must be over the age of 12 to register and take part in the Event.
2. (if applicable) At the date of signing this document, I am 18 years or older.
3. (If applicable) I am the parent or legal guardian of the Participant and am authorised to enter into this agreement on behalf of the Participant. I further represent and warrant that the Participant will be 12 years or older on the Event Day.

Health and Fitness

4. To the best of my knowledge, [I am/the Participant is] not suffering from a condition that would prevent and/or render [me/the Participant] unfit to participate in the Event.
5. [I have/the Participant has] trained sufficiently to participate in the Event and [I am/the Participant is] physically fit and in good health.
6. It is my sole responsibility to determine whether [I am/the Participant is] sufficiently fit and healthy enough to participate in this Event.
7. I am solely responsible for [my/the Participant's] own safety and wellbeing at all times and circumstances while at the Venue.

Event Risks and Safety

8. The Event may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration, falling down or tripping over and accidents, collisions or contact with other participants, spectators or road users.
9. I voluntarily assume all risks associated with [my/the Participant's] participation in the Event or any activity associated with it. I will take all measures to protect [myself/the Participant] from the risks of participation. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by [me/the Participant] due to participating in the Event.
10. I hereby consent to [receiving /the Participant receiving] medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the Event.
11. There is an inherent risk in climbing up and down stairs.
12. In consideration for the opportunity to participate in the Event and to the extent permitted by law, I unconditionally and irrevocably agree that I:
 - a. will not make any claims against Stadium Stomp; and
 - b. hereby release Stadium Stomp (and their directors, officers, employees, representatives, volunteers, sponsors, contractors, subcontractors (and their respective employees) or agents) (individually and collectively, the "**Released Parties**") from and against any liability, claims, causes of action, suits or proceedings, including claims for costs or expenses of any nature for any loss, injury, damage of any description whatsoever (including but not limited to injury, death or property damage, and indirect or consequential damage) ("**Claim**") arising out of or in connection with [my/the Participant's] attendance and participation at the Event, howsoever caused, including due to any negligent or wilful acts or omissions by the Released Parties; and
 - c. indemnify the Released Parties from and against all claims (including negligence) whatsoever and howsoever caused arising as a result of or in connection with [my/the Participant's] participation in the Event including any injury, death or property damage suffered by a third party.
13. I understand that an Event official has the authority to issue instructions or directions relating to the manner of [my/the Participant's] safe participation in the Event and the authority to halt [my/the Participant's] participation in the Event at any time they deem necessary to protect [my/the Participant's safety] and the safety of other participants, spectators, and personnel.
14. If an Event official issues an instruction or direction relating to participant safety, [I/the Participant] will comply with this instruction or direction. In these circumstances [I/the Participant] will voluntarily remove [myself/himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from [my/the Participant's] failure to comply with this condition.
15. I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to [my/the Participant's] entry into and departure from the Venue.
16. I am solely responsible for all property [I/the Participant] bring/s onto the Venue and understand and acknowledge that the Released Parties do not accept responsibility for any loss or damage to this property.

Specific Event Rules

17. [I/the Participant] agree to:
 - a. be familiar with and understand all written and/or posted rules of Stadium Stomp, as well as all written and/or posted rules of entry into the Venue;
 - b. comply with all directions, instructions and decisions of event organisers, officials and venue personnel; and
 - c. not challenge Event rules, directions, instructions, or decisions on any basis at any time.

18. Participants must not run downstairs – one foot must be placed on each step on the way down.
19. Participants must not overtake other participants on the way down. The Event is not a race against other participants but rather a personal challenge.
20. If, during the conduct of the Event, an Event official directs [my/the Participant's] withdrawal because [I am/the Participant is] unable to complete the Event within the advertised time limit, I undertake [to comply with/that the Participant will comply with] this direction. In these circumstances [I/the Participant] will voluntarily remove [myself/himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from [my/the Participant's] failure to comply with this condition. I understand that if I have agreed to accompany and be responsible for a Participant, if either the Participant or myself are asked by an Event official to halt or withdraw our participation in the Event, that the other's participation must also be halted or withdrawn.
21. I understand that Stadium Stomp reserves the right to refuse a participant's application to register for the Event or having accepted an application, to then cancel the registration of any participant for any reason whatsoever. Reasons may include, but are not limited to; carrying of an infant, participating without appropriate footwear, carrying or wearing of any item deemed unsafe by the organisers. In such circumstances, the entry fee shall be refunded to the participant minus a \$10 administrative fee.

Rescheduling of Event

22. Stadium Stomp reserves the right to alter the format of other logistical elements of the Event if required by the AOSMA, police and/or other organisations associated with the Event or if reasonably deemed necessary by Stadium Stomp, in the event of unforeseen circumstances, conditions or natural or man-made emergencies make managing the Event unreasonably difficult or unsafe. In such instances, Stadium Stomp will notify me of the rescheduled event as soon as possible.
23. In the event of Event cancellation/postponement due to any occurrence outside of Stadium Stomp's reasonable control, including but not limited to storm or storm damage, high winds or other acts of God, or Venue unavailability for any reason, my entry fee shall not be refundable. Every effort will be made to reschedule the Event.

Media and Advertising

24. A person must not use the logos, trade marks, or other intellectual property of Stadium Stomp or AOSMA without the consent of the relevant party.
25. I hereby allow use of [my/the Participant's] name and image in any media whatsoever of [my/the Participant's] name, image, voice, statements or otherwise, pre and post the Event in perpetuity, without payment of remuneration or compensation for the purpose of promoting the Event and Venue, and promoting any products manufactured, distributed and/or supplied by and/or events conducted and/or hosted by the Released Parties, and for the purpose of allowing any person accessing any media (including without limitation the AO website or Stadium Stomp's website) to purchase or download for free any images created.

Cancellation and Withdrawals

26. If [I/the Participant] withdraw/s from the Event at any time, there is no refund of any portion of [my/the Participant's] entry fee unless granted approval from event organisers. If a refund is granted then a \$10 administration fee will apply. If [I/the Participant] decides to withdraw, I agree to contact Stadium Stomp on 03 9598 5621 or contact@stadiumstomp.com to notify them of the withdrawal.

Privacy and Collection of Personal Information

COLLECTION STATEMENT

Your personal information is being collected by Stadium Stomp for the purpose of conducting and approving the Event and to improve and marketing of goods and services. You will be ineligible to participate in the Event if you do not provide your personal information. Stadium Stomp may disclose your personal information to third parties such as the AOSMA, our joint venture partners, charity partners, clients, sponsors or companies who provide their services to us for the purpose of the Event or for marketing goods and services.

Please contact Stadium Stomp and/or the AOSMA on contact@stadiumstomp.com if you do not wish Stadium Stomp or the AOSMA to use or disclose your personal information to provide you information, updates or news about other goods and services. Stadium Stomp is bound by the Australian Privacy Principles under the *Privacy Act 1988* (Cth). You can access the Stadium Stomp [Privacy Statement](#) online for more information about or privacy practices.

27. iRun – I acknowledge that [my and/or the Participant's] personal information will be collected by Stadium Stomp for the purpose of conducting the Event, including identifying participants, recording results and communicating with [me/the Participant] about this or other events.
28. I consent to Stadium Stomp disclosing [my/the Participant's] personal information to Athletics Australia Ltd for the purpose of administering the iRun program. I acknowledge and agree that in administering the iRun program, [my and/or the Participant's] personal information will be used to register [me/the Participant] as a recreational running member of Athletics South Australia.
29. I understand that by supplying Stadium Stomp with [my/the Participant's] e-mail address I consent to [receiving/the Participant receiving] regular e-newsletter updates from Stadium Stomp in order to stay informed about the Event. I can opt-out of receiving e-newsletters at any time by contacting contact@stadiumstomp.com

IMPORTANT NOTICE - PLEASE READ - Recreational Services

30. Provisions of the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA) imply into contracts for the supply of certain goods and services, guarantees that services will be rendered with due care and skill and that services supplied will be reasonably fit for purpose. Those provisions do not apply to this agreement to the extent that they can be excluded insofar as they relate to liability for personal injury, which means bodily injury including mental and nervous shock, and death that is suffered by [you /the Participant]. In particular:
 - a. the application of sections 60 and 61 of the *Australian Consumer Law (SA)* are excluded to the extent set out in the Form 1.
 - b. the changes to your rights as provided in the Form 1 and this agreement:
 - i. will not apply to [you/the Participant] if you are aged between 12 and 17 years old; and
 - ii. do not prevent [you/the Participant] from seeking damages for any significant personal injury suffered by [you/the Participant] if it is established that the reckless conduct of Stadium Stomp caused the injury. 'Significant personal injury' and 'reckless conduct' have the same meaning attributed to them under section 42(7) of the *Fair Trading Act 1987* (SA).
 - c. you acknowledge that the Event constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth) and section 42(7) of the *Fair Trading Act 1987* (SA) as the Event is:
 - i. a sporting event or similar leisure time pursuit; and/or
 - ii. other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.

31. No warranties, implied or express, have been made to [me/the Participant] that the Event services will be provided with due care and skill or that any materials provided in connection with the Event services will be fit and proper for the purpose for which they are supplied.
32. **IMPORTANT:** Under section 42 of the *Fair Trading Act 1987 (SA)*, Stadium Stomp is entitled to ask [you/the Participant] to agree to exclude Stadium Stomp's liability for any personal injury suffered by [you/the Participant] on the terms contained in the Form 1 set out below.

If you sign this document, you will be varying your rights under the Australian Consumer Law (SA) and agreeing to exclude Stadium Stomp's liability for any personal injury suffered by [you/the Participant].

Form 1 — Recreational services — Exclusion, restriction or modification of rights under the *Australian Consumer Law (SA)*

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Stadium Stomp for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is—

- a. excluded;

Definitions

1. **Recreational services** are services that consist of participation in—
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.ocba.sa.gov.au

I have read this document carefully and agree with these terms and conditions and the particulars outlined in the Form 1. I fully understand that I am giving up substantial rights by signing this document and sign it freely and voluntarily.

.....

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Signature

Print Name

.....

Date

.....

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Signature of Witness

Print Name of Witness

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Address of Witness