



TERMS OF ENTRY INTO THE MELBOURNE FOREST RACERS YARRA TRAILS TOUR

1. DEFINITIONS

The meanings of the terms used in these Terms and Conditions are set out below:

The Event means the activities the Participant chooses to complete as part of the Yarra Trails Tour Virtual Event

Event Risks has the meaning set out in clause 6(b) below.

Event Terms means these Terms and Conditions.

Injury or Damage means any personal injury, damage to or loss of property, loss of income or any other kind of damage, injury or loss whatsoever.

On-line Registration Form means a digital technology solution that allows Participants to register for the Event.

Participant means a person registered to participate in the Event, and includes a person who registers for and on behalf of another Participant (whether or not that other Participant is a minor).

2. INTERPRETATION

In these Terms and Conditions:

- (a) headings and bold type are for convenience only and do not affect the interpretation of these Terms and Conditions;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of the word or phrase defined in these Terms and Conditions have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) no provision of these Terms and Conditions shall be construed adversely to a party because that party was responsible for the preparation of these Terms and Conditions.

3. ENTRY INTO THE EVENT

- (a) Any person who wishes to be a Participant may apply to register to participate in the Event on the On-line Registration Form.
- (b) No registration is accepted, or is complete, until the Registration Form is completed.





(c) If a minor wishes to be a Participant, his or her application to register must be made by his or her legal guardian, who shall also be deemed to be a Participant.

4. PARTICIPANTS MUST ABIDE BY ALL RELEVANT LAWS AND REGULATIONS

Participants, in participating in the Event, must abide by all road and traffic laws, and all other laws, by-laws and regulations of the State of Victoria or the City of Yarra, in force at the time of the Event, including but not limited to any Covid-19 laws, by-laws and/or regulations in place in November 2020 which restrict activities or the number of persons who may be involved together in any activities.

5. PARTICIPANTS MUST EXERCISE DUE AND REASONABLE CARE

Participants, in participating in the Event, must at all times exercise due and reasonable care toward:

- a) all other Participants in the Event;
- b) any other members of the public.

6. REQUIRED BEHAVIOUR OF PARTICIPANTS

Participants, in participating in the Event, must not act or behave in any manner which is unlawful, threatening, offensive, abusive or disparaging toward

- a) other Participants in the Event;
- b) any other members of the public.

7. VOLUNTARY ASSUMPTION OF EVENT RISKS

Each Participant:

- (a) agrees to participate in the Event at his or her own risk;
- (b) acknowledges that there are risks associated with distance running, walking and other physical activity, including injuries and illness (including heart attack and stroke) and exacerbation of existing injuries and medical conditions (Event Risks);
- (c) agrees that subject to clause 11(b) below, Melbourne Forest Racers, are not responsible or liable for Event Risks if they materialise;
- (d) agrees that he or she is solely responsible for determining whether he or she is physically capable of participating in the physical activity or activities they have chosen and sufficiently healthy to do so without risking injury or illness or exacerbation to any pre-existing medical condition.

8. LIMITATION ON CLAIMS BY PARTICIPANTS

(a) Participants (including Participants acting in the capacity of legal guardians of Participants who are minors, and Participants who are minors) will have no right or entitlement to make any claim for compensation or damages (whether direct, indirect,





special, incidental, consequential, punitive or exemplary or any other kind whatsoever) against Melbourne Forest Racers (and each Participant hereby expressly waives any such right or entitlement) in respect of any Injury or Damage suffered by a Participant which is caused directly or indirectly by his or her failure to comply with any of the Event Terms, and Melbourne Forest Racers will have no liability for or in respect of any such claim.

(b) Melbourne Forest Racers, will not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever (including in respect of any Injury or Damage) resulting in any way from a Participant's participation in the Event,

9. INDEMNITY

Each Participant (including each Participant acting in the capacity of legal guardian of another Participant who is a minor) will indemnify and hold harmless Melbourne Forest Races, against any claim made by any other person in respect of any Injury or Damage suffered by that other person which was caused directly or indirectly by that Participant's failure to comply with any of the Event Terms.

10. EXCLUSION FROM EVENT OF PARTICIPANTS

Melbourne Forest Racers has the right to exclude a Participant from participating, or continuing to participate, in the Event if in the opinion of Melbourne Forest Racers, that Participant is not complying with any of the Event Terms.

11. SURVIVAL

Clauses 8 and 9 above survive any termination or expiry of these Event Terms as between Melbourne Forest Racers and any Participant.

12. GOVERNING LAW

These Terms and Conditions are governed by the laws of the State of Victoria.

