



The South West Mudfest 2018 Event Policy

Event Date: Saturday July 7, 2018

For any clarifications required on this document or issues that need to be addressed please contact Buzz Marketing on buzzus@buzzmarketing.com.au.

ELIGIBILITY FOR REFUNDS

There are no refunds regardless of circumstance. This is as per the terms and conditions agreed to by each participant at the time of registering.

In the event that the race is cancelled, there will be no refunds. In the case of other like events, competitors are not entitled to a refund if an event is cancelled, as event costs are similar regardless of whether the event goes ahead or not.

CHANGES TO START TIMES

Participants will be able to select a wave start time at the time of registering. If a participant needs to change to another wave start time after being allocated a time this will incur a \$10 admin fee. Participants will only be able to change to wave times that have spots available, as numbers are limited in each start wave.

TRANSFER OF ENTRY

If a participant can no longer take part they will be able to transfer their registration to another person. Transfers will be able to be made online and will incur a \$10 admin fee. Transferring of registrations to another person will only be available until 5pm on Wednesday July 4, 2018. After this time no transfers will be accepted nor will refunds be issued for participants who are not able to take part.

EVENT CANCELLATION POLICY

Extreme Weather Policy

Buzz Marketing will ensure that they provide a duty of care to all participants and staff, with the wellbeing of individuals being of the highest importance.

Extreme weather may be defined as weather that threatens the immediate or long-term safety of individuals, as a result of rain, lightning, wind or heat. The risk to an individual's wellbeing is determined in line with Sports Medicine Australia's Current Guidelines, as well as the Bureau of Meteorology's forecast conditions.

Events are likely to be cancelled, postponed or modified in the following circumstances, 2 to 5 hours prior to the event:

Weather Condition	Extreme Weather Determinant
Ambient temperature	>36 degrees Celsius
Wet bulb globe temperature (shade)	>30
Apparent temperature (wind chill)	<2 degrees Celsius
Wind speed	>40km per hour
Rainfall	>80mm within 24 hours

In cases of extreme weather Buzz Marketing will make the decision to cancel an event. Notice of event cancellations will be made at least 1 hour prior to the scheduled start time, where possible.

For more information about specific policies for events, see below.

Lighting

If there is thunder storms/lightning in the vicinity of the course, then the event will be delayed until it is deemed safe to start.

High Winds

If wind speeds exceed 40km/hr, or it is determined that the speed and direction of wind will cause risk to participants on course, the Race Director and Technical Officials have the right to change the course, or cancel the event.

In accordance with our Terms and Conditions Waiver

Section 13) If the event is cancelled due to flood, cyclone, torrential rains or other Acts of God conditions, I understand that my entry fee will not be refunded.

CONTINGENCY PROCEDURES

Extreme Heat

Where high temperatures are an issue on event day, the following actions will be set in place and implemented:

- Medical tent situated and manned at finish and contactable by mobile and radio by event management
- Medical personnel and ambulance in attendance
- Additional medical and safety staff on course
- Participants showing signs of heat exhaustion withdrawn from event by safety teams on course
- Larger or more frequent drink stations located on course

Electrical Storm/Extreme Weather

In situations where there is an obvious risk of an electrical storm or extreme bad weather, event organisers will make the necessary decisions:

- Alterations or changes made to course as necessary
- Participants notified of danger areas prior to commencement
- Postponement of start of event to allow bad weather to pass
- Fence off spectator areas which are deemed a risk, organise safe alternative areas
- If the event and its location is seen to endanger the safety of participants, at the discretion of the Race Director the event will/may be cancelled.

Unforeseen Circumstances

In the case that there are any unforeseen circumstances that require immediate action, the event organisers will refer to the detailed Risk Management Plan for the event and act accordingly.

If you witness a situation as a participant that you feel is unsafe or will jeopardise the safety of participants please report all concerns directly to an event organiser, and appropriate actions will be taken.

GENERAL RULES

Participants must:

1. Practice good sports conduct at all times.
2. Be responsible for their own safety, the safety of their own equipment and be considerate of the safety of others.
3. Treat other participants, officials, volunteers and spectators with respect and courtesy.
4. Not consume alcohol or illicit drugs prior to competing in either the Dirty Dozen or Mud Mayhem events.
5. Be responsible for staying on the designated event course.
6. Not wear, use or carry items deemed to be a hazard to self or others e.g. a hard cast, jewellery, glass/metal containers or electronic and entertainment devices such as, but not limited to, mobile phones, iPhones, MP3 players or the like.
7. Not leave equipment or discarded articles of equipment anywhere on the course, except at approved locations.
8. Withdraw immediately from the event if deemed by the event medical personnel that they appear to present a danger to the health or welfare of either themselves or another person.
9. Meet or exceed the minimum age as at the date of the event.
10. Have a legal guardian sign the terms and conditions document and be present at the event if the entrant is under 18 years of age as at the date of the event.

TERMS AND CONDITIONS OF ENTRY

WARNING: This is a legal document that affects your rights

1. The South West Mudfest is an extreme sports event being held at the Bootleg Brewery, Wilyabrup on July 7, 2018.
2. The South West Mudfest is organised by Buzz Marketing Consultancy Pty Ltd.
3. By registering to participate in the South West Mudfest you, the undersigned, agree to be bound by these terms and conditions of entry.
4. The South West Mudfest 2018 Event Policy forms part of these terms and conditions.
5. Where there is an inconsistency between the terms and conditions and the Event Policy the terms and conditions prevail.
6. You must comply with all of the South West Mudfest rules specific in the Event Policy and you agree to comply with all direction given to you by ambulance officers, event staff, officials and volunteers representing the South West Mudfest.
7. You must, whilst participating in the South West Mudfest, do so safely and responsibly and with consideration for the safety of the other participants, spectators, officials and volunteers.
8. You are personally responsible for ensuring that you are physically and mentally fit enough to complete the South West Mudfest safely and without risking injury to yourself and other participants in the event through sufficient preparation.
9. You acknowledge that you have sought medical advice prior to participating in the South West Mudfest if you have suffered or are suffering from any medical condition that might affect your ability to complete the South West Mudfest. You must advise staff of any medical or physical conditions from which you suffer that may affect your ability to complete the South West Mudfest safely
10. You acknowledge that the South West Mudfest is an extreme test of your physical and mental limits and that you may not be able to safely complete it even if you are sufficiently physically and mentally fit when you commence the event.
11. You agree and consent to accept medical treatment from Buzz Marketing, any employees or representatives of the South West Mudfest, ambulance officers or medical specialists in the event that you become injured or ill. Any medical treatment that you may require will be at your own expense.
12. You acknowledge that weather conditions are governed by chance and are not within the control of Buzz Marketing. Buzz Marketing is not liable for any loss, damage, cost or expense suffered or incurred by you as a result, arising out of, or connected with the weather.
13. You acknowledge that participation in the South West Mudfest is:
 - a. A dangerous activity;
 - b. Involves inherent risks of injury which cannot be completely eliminated; and
 - c. Involves the real risk of serious injury or even death from matters including, but not limited to, activities such as climbing, swimming, running on uneven ground, crawling through mud, other unspecified surprise activities and collisions or accidents with natural or man-made hazards and obstacles and other participants
14. In consideration of Buzz Marketing permitting you to participate in the South West Mudfest you agree to indemnify, hold harmless and release Buzz Marketing and their employees, servants and agents and any official or volunteers from and against any injury, loss, damage, liability, cost, expense, demand, claim or action whether arising at common law or under statute that you may suffer or incur arising out of or in or omission of Buzz Marketing and their employees, servants or agents or any officials or volunteers
15. The indemnity and release in clause 14 above shall be, and operate separately, in favour of all persons, corporations and organisation but not limited to the medical and paramedical personnel and police and ambulance officers and the indemnity and release shall operate whether or not the injury, loss, damage, liability, cost, expense, demand, claim or action is attributable to an act or omission or neglect of anyone or more of them.

16. You acknowledge that the public liability insurance policy for the South West Mudfest does not cover you personally and that you are responsible for your own personal accident insurance and health insurance (including ambulance cover).
17. You consent to photographs being taken of you before, during and after your participation in the South West Mudfest. You agree and acknowledge that Buzz Marketing owns the photographs and that Buzz Marketing may use the photographs for promotional or other purposes without your further consent being obtained. You also consent to Buzz Marketing using your name, image, likeness and your performance in the South West Mudfest, at any time, to promote and publicise the event.
18. If you are under the age of 18 at the date of registering your entry:
 - a. You confirm that you have obtained the consent of your legal guardian to participate in the South West Mudfest;
 - b. Your legal guardian must complete the consent clause below;
 - c. Your legal guardian must be present at the South West Mudfest and is responsible for you at all times at the event.
19. You confirm that you will be equal to or above the minimum age on the day of the South West Mudfest.
20. You grant consent to your personal details being shared with or provided to other parties involved in the South West Mudfest for medical, promotional or statistical purposes.
21. The entry fee is not refundable in any circumstances.

Signature:

Name: