

MUD FEST

Terms and Conditions of Entry

WARNING: This is a legal document that affects your rights.

1. The Swan Valley Mudfest is a sports event being held at the Belvoir Estate, Swan Valley on Sunday 13th October, 2019.
2. The Swan Valley Mudfest is organised by Buzz Marketing Consultancy Pty Ltd.
3. By registering to participate in the Swan Valley Mudfest you, the undersigned, agree to be bound by these terms and conditions of entry.
4. The Swan Valley Mudfest 2019 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 Swan Valley 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 Swan Valley Mudfest.
7. You must, whilst participating in the Swan Valley 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 Swan Valley 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 Swan Valley Mudfest if you have suffered or are suffering from any medical condition that might affect your ability to complete the Swan Valley Mudfest. You must advise staff of any medical or physical conditions from which you suffer that may affect your ability to complete the Swan Valley Mudfest safely.
10. You acknowledge that the Swan Valley 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 Swan Valley 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 Swan Valley 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 Swan Valley 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 Swan Valley 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 Swan Valley 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 Swan Valley 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 Swan Valley Mudfest;
- b. Your legal guardian must complete the consent clause below;
- c. Your legal guardian must be present at the Swan Valley 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 Swan Valley Mudfest.

20. You grant consent to your personal details being shared with or provided to other parties involved in the Swan Valley Mudfest for medical, promotional or statistical purposes.

21. The entry fee is not refundable in any circumstances.

<p>I confirm that I have read and understood the terms and conditions of this registration set out above.</p>	<p>If this form is being signed by a parent/guardian:</p> <p>(a) I confirm that I have given consent to _____ to participate in the 2019 Swan Valley Mudfest.</p> <p>(b) I confirm that I consent to clauses 9, 10, 11, 12, 13, 14, 17 and 18 on behalf of _____</p> <p>(c) I confirm that on the day of the 2019 Swan Valley Mudfest _____ will be equal to or above the minimum age for the chosen distance.</p> <p>_____</p> <p><i>Guardian signature</i></p>
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