**Disclaimer**

**This form is important and should be read carefully and your attention is particularly drawn to**

**paragraph 3.**

You must sign and return this form to the registration desks prior to participating in any activities at the Ros Run.

**1. I UNDERSTAND & ACCEPT THAT:**

1.1 the activities undertaken at the Ros Run are physically and mentally challenging and

potentially dangerous, and include but are not limited to surface hazards and traffic & weather conditions;

1.2 there is a risk of serious injury, death, loss and/or damage associated with my participation in activities at the Ros Run;

1.3 although adherence to strict safety standards and health & safety assessments minimises these risks, they cannot be completely eliminated; and

1.4 participation in activities and use of facilities at the Ros Run is **ENTIRELY AT MY OWN**

**RISK**.

**2. I CONFIRM THAT:**

* 1. I am 18 years of age or older.
  2. I am fully aware of the risks to myself and others associated with participation in activities and use of facilities at the Ros Run. These risks include damage to or loss of personal property, personal injury and in extreme cases, death.
  3. I will comply with all instructions given to me by the Organiser’s officers, employees and volunteers (“RR Staff”)
  4. I am sufficiently fit and healthy to safely participate in the my chosen distance for the Ros Run and do not suffer from any medical condition which would adversely affect my ability to safely participate in all activities at the Ros Run.

**3. RELEASE**

* 1. I hereby acknowledge and accept that the Organiser and the RR Staff shall not be liable to me for any loss, damage and/or personal injury arising from my participation in the activities at the Ros Run, including indirect or consequential loss, damage and/or personal injury.

1.2 Nothing in this disclaimer shall be construed as limiting or excluding the Organiser’s liability

for:

(a) death or personal injury which arises as a consequence of the Organiser’s negligence,

or the negligence of the RR Staff; or

(b) fraudulent misrepresentation; or

(c) any other matter for which it would be illegal or unlawful for the Organiser to exclude

or attempt to exclude its liability.

**4. AGREEMENT**

1.1 I have read and fully understood all the terms of this disclaimer. I confirm that I am not

relying on any statements or representations by any person or entity as an inducement to

my fully and voluntarily engaging in the activities at the Ros Run and assuming the risks

and obligations stated above in signing this document.

1.2 I acknowledge that the nature of my participation in the Ros Run's activities and use of the

Ros Run's facilities is potentially hazardous and that if I am unwilling to accept the risks

associated with my participation, I should not take part.

1.3 I give permission to the Organiser to use my photograph and/or any other record of my

participation in the Ros Run for any legitimate purpose. I understand that any and all

likenesses of me captured during the Ros Run by the Organiser or the RR Staff shall

become the sole property of the Organiser.

1.4 If any court or competent authority finds that any provision of this document (or part of any

provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the

extent required, be deemed to be deleted, and the validity and enforceability of the other

provisions of this agreement shall not be affected.

**PARTICIPANTS MUST BE OVER 18 YEARS OLD TO SIGN AND TAKE PART IN THE ROS RUN.**

