



**WALK THE
OUTDOORS**

VICTOR HARBOR 2021

Conditions of Entry

Walk The Outdoors

Background

Walk the Outdoors is owned and conducted by Event Managers Australia, EMA (ABN 38 933 284 723)

Agreed Terms

1. By applying for registration, the participant is deemed to accept these Conditions of Entry.
2. The parent or guardian of a participant under the age of 18 signs and accepts these terms and conditions and agrees to them on behalf of the child and all references to 'I' and 'me' refer to the child and their parent or guardian.
3. Part of the appeal of Walk the Outdoors is that it operates in unpredictable environments. It is by nature challenging and demanding. As part of your participation in this event, you agree to accept the inherent risks and dangers associated with Walk the Outdoors and the accompanying risk of injury, death or property loss or damage.
4. You agree to at all times indemnify Event Managers Australia and hold Event Managers Australia and its officers, employees and agents harmless from and against all actions, claims, charges, costs, expenses, losses, damages and other liability arising out of or otherwise in connection with any wilful, unlawful or negligent conduct of you in connection with your participation in the Event.
5. Unless otherwise specified, registration for the Event will close at 5:00pm (ACST) Saturday 17/04/2021 unless sold out earlier.
6. Unless otherwise specified, registration for bus tickets will close at 5:00pm (ACST) Thursday 15/04/2021 unless sold out earlier.
7. EMA may, at its sole discretion, accept or reject an application for registration.
8. All prices are in \$AUD and inclusive of Goods and Services Tax ("GST").
9. Payment is required in full at the time of registration.
10. Fees are non-refundable and EMA will not refund the price for failure to participate or participant dissatisfaction.
11. EMA may refuse entry by any person to the Event at its discretion.
12. EMA may remove any person from the Event at its discretion.
13. EMA strongly recommend all participants have appropriate insurance and ambulance cover suitable for their needs. EMA does not have personal accident insurance for entrants.
14. It is the responsibility of the participant to ensure they are physically fit, in good health, and adequately prepared to participate in the Event.
15. It is the responsibility of the participant to adhere to the SA Health COVID-19 guidelines relevant at the time of the Event and any other COVID-19 requirements implemented by EMA.
16. If the event is cancelled due to a requirement to comply with restrictions related to COVID-19, no refunds will be paid to participants.
17. EMA reserves the right to modify or cancel the Event due to extreme weather, extreme heat, fire danger, safety and/or other operational needs.
18. EMA reserves the right to modify or amend the Conditions of Entry, in whole or in part, at any time without notice.
19. Event distances are approximate and may vary. EMA reserves the right to detour or change on event day due to unforeseen circumstances such as weather or safety considerations
20. All costs associated with the Event which are not specified by EMA to be included in the Event, including but not limited to any transfer costs, meals, insurance and all other ancillary costs, are the responsibility of the participant.
21. Each participant should carry a small day pack, basic first aid supplies, personal medication and must be self-sufficient for the duration of the Event.
22. Participants must carry water. For the 21.1km walk participants must carry a minimum of 1.5 litres of water. For the 9km walk participants must carry a minimum of 600ml of water.
23. Participants must carry their mobile phones.
24. Participants must wear their event bibs visible from the front.
25. Participants who have commenced the walk must text the Event Headquarters if withdrawing from the Event

26. All communication regarding the Event will be by way of email (info@eventmanagersaustralia.com.au or mobile). Participants must provide a valid email address, mobile contact and emergency telephone number at the time of registration and notify EMA in writing if those details change.
27. Children under the age of 18 participating in the Event must be in the care, custody and control of at least one registered adult participant at all times during the Event.
28. Requests for transfer of Event registration must be received by 5.00pm (ACST) Thursday 15/04/2021.
29. EMA may, at its sole discretion, retire any participant who fails to complete the Event distance within the anticipated schedule.
30. It is the responsibility of the participant to take all rubbish with you
31. In case of emergency (e.g. serious injury, breathing difficulty, bush fire) participants must call 000.

Privacy

32. EMA requires personal information from you for the purposes of: (a) processing your order, taking payment and providing you with customer support; (b) conducting market research and analysis that helps EMA improve and customise its products and services; (c) sending you customer service emails and texts including booking confirmations and event reminders; (d) preventing or detecting unlawful behaviour, to protect or enforce EMA's legal rights or as otherwise permitted by law; (e) ensuring the security of EMA supplier operations; (f) sharing that personal information with: (i) third parties who supply goods and services so that they can run the event and for other reasons described in their privacy policies; or so that they can process and fulfil your order for goods and services purchased by you, (ii) government departments, agencies or other authorised bodies where permitted or required by law such as Health SA.

Safety

33. You understand and accept that the medical history and personal information collected as part of the registration process for this event will be collected, stored securely and will be made available to the event medical and first aid staff. It will only be used to help staff look after you if you need help and care. Some of this information might be passed to event organisers who may need some of the information to assist with your care and evacuation. If you are evacuated from the event by Emergency Services a copy of your background information plus any new data entered by event staff will be supplied to the Emergency Services staff to enable your continued care.

Miscellaneous

34. These Conditions of Entry are governed by, and are to be construed in accordance with, the law of South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
35. These Conditions of Entry, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
36. A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining Conditions of Entry or parts thereof continue in force.

Acknowledgment

37. I, the participant named in the Event registration, agree as follows: (a) I have read, understood and agree to be bound by these Conditions of Entry; (b) I agree to comply with all directions of EMA for the conduct of the Event; (c) I expressly consent to the recording and use of my image and/or voice (together, "Likeness") for any legitimate purpose by EMA without any payment or compensation to me; and (d) I acknowledge that my participation in the Event involves a significant degree of physical exertion or risk that may result in bodily injury including mental and nervous shock and **death**.