

I apply for entry to the Event. If I am not currently a member of Triathlon Australia, I apply for one day membership of Triathlon Australia. In consideration of my application to enter the Event and (where applicable) my application for one day membership being accepted, I acknowledge and agree that (for competitors under the age of 18 a parent or guardian must also make this declaration):

Definitions

1. In this Event Entry Declaration:

- a. "Affiliated Club" has the same meaning as in the Triathlon Australia Constitution and where the context permits, the Affiliated Club in which I apply to become a member.
- b. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Triathlon Activities, but does not include:
 - i. a claim against Triathlon Australia by any person expressly entitled to make a claim under a Triathlon Australia insurance policy; or ii. a claim against Triathlon Australia under any right expressly conferred by its Constitution or regulations.
- c. "Event" means the event that I am applying for.
- d. "Event Organiser" means Delfos Holistic Health & Fitness
- e. "STTA" refers to a State and Territory Triathlon Association and has the same meaning as in the Triathlon Australia Constitution.
- f. "Triathlon Activities" means performing or participating in any capacity in any authorised or recognized Triathlon Organisation activity.
- g. "Triathlon Australia" means Triathlon Australia Limited ACN 007 356 907.
- h. "Triathlon Organisation" means and includes the Event Organiser, Triathlon Australia, the STTAs and the Affiliated Clubs and where the context so permits, their respective directors, officers, members, servants or agents.

Rules of participation

2. The Event rules, this declaration and any other terms and conditions of entry comprise a contract between me and the Triathlon Organisations which is necessary and reasonable for promoting and conducting the Event.

3. I acknowledge my application to enter the Event will be accepted upon notification to me by the Triathlon Organisation and I acknowledge that I will be bound by and agree to comply Triathlon Australia Event Operations Manual – December 2018 Page 88. with such rules, terms and conditions as may be imposed by the Triathlon Organisation with respect to the conduct and management of the Event, including but not limited to competition rules and all relevant rules, regulations, policies, and codes of conduct of the

Triathlon Organisation, as amended from time to time. I agree that I will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties, and any appeal mechanisms of the Triathlon Organisation. I agree to follow any rules and/or directions set by Triathlon Australia or any relevant STTA or Affiliated Club in connection with the Event and understand that if I fail to comply with any such rules or directions, I will not be permitted to participate or to continue to participate in the Event and no refund will be given.

Risk Warning

4. My participation in the recreational activities supplied by the Triathlon Organisation is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, I should ensure I am aware of all of the risks involved, including those risks associated with any health condition I may have.

5. By agreeing to these terms and conditions, I acknowledge, agree, and understand that participation in the recreational services provided by the Event Organiser may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Waiver

6. It is possible for a supplier of recreational services or recreational activities to ask me to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).

7. By agreeing to these terms and conditions, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below. For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (Triathlon South Australia) applies:

8. By agreeing to these terms and conditions, I agree that the liability of the Triathlon Organisation in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation, or acceleration of a disease.
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to me or the community; Triathlon Australia Event Operations Manual – December 2018 Page 89.
 - ii. that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring

the services) resulting from the supply of recreational services or recreational activities; is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Release and indemnity

9. In consideration of the Triathlon Organisation accepting my entry into the Event, to the extent permitted by law, I:

- a. release and will release the Triathlon Organisation from all Claims that I may have or may have had but for this release arising from or in connection with my membership or participation in the Event; and
- b. release and indemnify the Triathlon Organisation against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by any Triathlon Organisation or in any other manner whatsoever; and
- c. indemnify and will keep indemnified the Triathlon Organisation to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with my membership or my participation in the Event;
 - ii. against any Triathlon Organisation in respect of any injury, loss or damage arising out of or in connection with my failure to comply with Triathlon Organisation's rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of a Triathlon Organisation.

Bar to Proceedings

10. I acknowledge that the Triathlon Organisation may plead this contract as a bar to proceedings now or in the future commenced by or on my behalf or by any person claiming through me. Where I commence proceedings against any Triathlon Organisation, I:

- a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- b. waive any right to object to the exercise of such jurisdiction;
- c. will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by any Triathlon Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by any Triathlon Organisation to remove the proceedings to the jurisdiction in which any incident occurs; Triathlon Australia Event Operations Manual – December 2018 Page 90.
- d. will pay the costs of any application made by any Triathlon Organisation under paragraph 10(c) and will consent to any application for security of costs made at any time by any Triathlon Organisation; and
- e. consent to paying any Triathlon Organisations' legal defence costs of the proceedings (on a solicitor client basis) where any Triathlon Organisation successfully defend the proceedings.

Insurance

11. Insurance is in place that may provide limited cover to me whilst I am participating in the Event. I understand that this insurance may not cover me for all injury, loss or damage sustained by me and I acknowledge that the Triathlon Organisation do not make any representations about the suitability of any insurance. I also understand I can, in my own interests and at my own expense, seek and obtain personal insurances over and above any cover that may be provided by the Triathlon Organisation.

Fitness to Participate

12. I declare that I am medically and physically fit and able to participate in the Event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the Triathlon Organisation in writing of any change to my medical condition, fitness and ability to participate. I understand and accept that the Triathlon Organisation will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Event. I will report any accidents, injuries, loss or damage I suffer during the Event to the relevant Triathlon Organisation before I leave any relevant venue.

Medical Treatment

13. I consent to receiving any medical treatment that a Triathlon Organisation reasonably considers necessary or desirable for me during my participation in the Event. I also agree to reimburse the relevant Triathlon Organisation for any costs or expenses incurred in providing me with medical treatment.

Exclusion of Applicant

14. I warrant that I have not at any time been excluded from Triathlon Activities by a medical practitioner or any person or entity including but not limited to Triathlon Australia and its constituent STTAs and Affiliated Clubs. I acknowledge and agree that the Triathlon Organisation may demand a medical certificate or opinion as to my fitness from a qualified medical practitioner PRIOR to my undertaking any Triathlon Activities.

Safety

15. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Triathlon Activity, and I accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

Prevailing conditions

16. The Event and the conduct of, and participation in the Event may be affected by weather and associated conditions. Given there is often an element of "luck of the prevailing conditions" in entering and competing in the Event I acknowledge and agree the Event organisers cannot control the weather and associated conditions. I accept that in the event of extreme weather conditions the Triathlon Organisation reserves the right to alter the format of, shorten, or cancel the Event in the interest of competitor safety. I acknowledge Triathlon Australia Event Operations Manual – December 2018 Page 91. that the Triathlon Organisation will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should prevailing weather conditions force any change I accept that the Triathlon Organisation is not obliged to provide any refund to me, nor to provide a credit or transfer for me to another Triathlon Organisation event, nor to restage the Event, as weather and associated conditions are beyond the control of the Triathlon Organisation.

Right to Use Image

17. I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by the Triathlon Organisation and that the Triathlon Organisation may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Triathlon Organisation using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote the Triathlon Activities or the Triathlon Organisation.

Privacy

18. I understand that the personal information I have provided in my membership application is collected, used and disclosed in accordance with the Privacy Policy of the Event Organiser. I acknowledge that the Event Organiser and Triathlon Australia may use and disclose my personal information for the purposes of conducting and administering Triathlon Activities and other related activities across Australia, providing me with member services or promotional material, complying with legal obligations or otherwise in accordance with the Event Organiser's Privacy Policy and/or Triathlon Australia Privacy Policy. The Event Organiser or Triathlon Australia may share my information (including name, date of birth, emergency contact details and suburb of residence) with third parties such as event timing companies and first aid and medical services, however my information will not generally be disclosed to anyone outside Australia. I understand that the Event Organiser's Privacy Policy and Triathlon Australia's Privacy Policy contains information about how I may access, and request correction of my personal information held by the Event Organiser or Triathlon Australia or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by the Event Organiser or Triathlon Australia. I acknowledge that my Event entry and membership application may be rejected if the information is not provided. If I do not wish to receive promotional material from the Event Organiser or Triathlon Australia or their sponsors and other third parties, I must advise the relevant Event Organiser and Triathlon Australia in writing or via the opt-out procedures provided in the relevant communication.

Non transferable

19. Entries are non-transferable to other events or to other people. Any attempt to transfer my entry to another person without the knowledge of the Triathlon Organisation may result in the cancellation of my entry without refund and I may not be permitted to participate in further Triathlon Activities or events. I also accept that my entry fees are non-refundable.

Entire Agreement

20. This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect of the Event and supersedes all other agreements, understandings, representations and negotiations in relation to the Event.

Severance

21. If any provision of this event entry application and declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, Triathlon Australia Event Operations Manual – December 2018 Page 92. if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this application and declaration or affect the validity or enforceability of it in any other jurisdiction.

Governing Law

22. The governing law of this agreement is the law of the state of South Australia ('Jurisdiction'). I irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

Warranty

23. I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by the Triathlon Organisation.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.