



Indemnity Form

Participants Agreement, Waiver, Release and Acknowledgement: All participants must ensure they have read and understand this waiver prior to entering the event. It is an important document informing you of your legal rights and responsibilities. During online registration, you must tick a box to confirm you understand and accept these rights and responsibilities.

In consideration of Gils Galavant Events ABN 74 340 212 377 (the "Organiser") accepting my participation in any of the Gil's Galavant BYU races (the "Event"), I agree to this release of claims, waiver of liability and assumption of risk.

1. The organiser takes out Public Liability insurance coverage for each event. This insurance does not cover injury or illness to event participants or support crews.
2. I agree to abide by the Event rules and the directions of all Event officials.
3. I confirm that I am sufficiently fit and have suitably trained for the exercise associated with this Event. I am not aware of any illness, injury or any other physical disability which may cause me injury or death while participating in the Event. If I become aware of any medical condition or impairment or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
4. I understand and acknowledge that while participating in the Event:
 - There is a risk of injury or death from various causes including, but not limited to, over exertion, dehydration, cardiac arrest, slips, trips or falls and environmental changes.
 - The Organisers take no responsibility for loss or damage of my personal property.
 - The conditions in which the Event is conducted may vary without warning but will be communicated to participants as soon as possible.
 - I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me.
 - I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event.
 - Safety precautions undertaken by the Organisers (such as Event briefings, trail maps and signage, drink stations) are a service to me but are not a guarantee of safety.
5. I agree that if I am injured or require medical assistance, the Organisers may, at my expense, arrange medical treatment and emergency evacuation as deemed necessary. I agree that I am responsible for my own medical and ambulance insurance cover.

6. I understand that my personal information and any medical history collected as part of the entry process for the Event will be made available to the Event staff. If I am evacuated from the Event by Emergency Services, this personal information plus any new data entered by Event staff will be supplied to the Emergency Services staff to enable my continued care.

7. I acknowledge that the Organiser may change the planned event course without notice if the organiser deems this necessary for any reason. This may occur at any time before or during the event.

8. As the event insurance holder, the Australian Ultra and Trail Runners Association (AUTRA) require that race organisers furnish within 30 days after the race, information for their database of the competitors (first name, last name, mailing address, telephone number, email address and DOB). This is for purposes of email newsletters, records, rankings and for their competitor database generally. This information will not be passed on by AUTRA to third parties. By entering the race, you consent to your personal information being used as described.

9. I agree to allow my name, results, photographs, videos, multimedia, or film likeness to be used for any legitimate purpose by the Organiser, the sponsors or Event partners without payment or compensation.

10. I acknowledge that the Organisers may change the advertised course without notice if the Organisers deem this necessary for any reason, at any time before or during the Event. Should the Event be cancelled for any reason I understand that full entry fees may not be refunded.

11. I agree that if during the Event I am injured, my property is damaged, or the Event is cancelled, I will bring no claim, legal or otherwise, against the Organisers in respect to that injury, damage, or cancellation.

12. The Organisers may, at their sole discretion, refuse entry (with full refund) to any person for any reason whatsoever.

13. The Organisers are not liable for any loss of profit, reputation, business or otherwise suffered in any form by my taking part in the Event.

14. I acknowledge that the organiser may not refund the full entry fee paid by the participant if the event is cancelled for any reason.

15. I confirm that I have read the Event information and any Mandatory Gear requirements available on the event website, and I understand that submission of my entry to the Event indicates consent to the conditions contained therein.

16. I acknowledge I may be held responsible for any intentional or unreasonable property damage caused by my participation in this event.

17. I agree to release, indemnify and hold harmless the Organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors,

from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.