

# 'Junior Stomper' Stadium Stomp Gabba 2019 Entry and Participation Terms and Conditions

**NOTE TO PARTICIPANTS: PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. YOU WILL BE AGREEING TO THESE TERMS AND CONDITIONS WHEN YOU SIGN IN THE SPACE PROVIDED BELOW AS PART OF THE REGISTRATION PROCESS. THESE TERMS AND CONDITIONS MUST BE AGREED TO BY A PARENT OR LEGAL GUARDIAN OF A JUNIOR STOMPER. CHILDREN 12 YEARS AND OLDER ARE NOT ELIGIBLE TO PARTICIPATE IN THIS EVENT.**

## Definitions

The capitalised words in this document have the following meaning:

**Event** means the Junior Stomper stair climbing and endurance event known as Stadium Stomp, to be held at the Venue on Sunday 28 July, 2019.

**Junior Stomper** means a Participant that is 5 to 11 years old at the time of the Event.

**Participant** means an individual who is registered to take part in the Event.

**Stadium Stomp** means King Performance Events Pty Ltd as trustee for King Family Trust trading as Stadium Stomp Australia.

**Stadiums Queensland** means a body corporate established under section 5 of the Major Sports Facilities Act 2001 (Qld).

**Venue** means the Brisbane Cricket Ground (Gabba), Vulture Street, Woolloongabba QLD 4102.

## I ACKNOWLEDGE, UNDERSTAND AND AGREE:

### Age of Participant

1. At the date of agreeing to this document, I am 18 years or older.
2. I am the parent or legal guardian of the Junior Stomper and am authorised to enter into this agreement on behalf of the Junior Stomper.
3. I understand that a Junior Stomper must be 5 to 11 years old to register and take part in the Event. I represent and warrant that the Junior Stomper will be 5 to 11 years old on the Event day.

### Health and Fitness

4. To the best of my knowledge, [I am and the Junior Stomper] not suffering from a condition that would prevent and/or render [me/the Junior Stomper] unfit to participate in the Event.
5. [I have/and the Junior Stomper] trained sufficiently to participate in the Event and [I am/and the Junior Stomper is] physically fit and in good health.
6. It is my sole responsibility to determine whether [I am/and the Junior Stomper is] sufficiently fit and healthy enough to participate in this Event.
7. I am solely responsible for [my/and the Junior Stomper] own safety and wellbeing at all times and circumstances while at the Venue.

### Event Risks and Safety

8. The Event may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration, falling down or tripping over and accidents, collisions or contact with other participants, spectators or road users.
9. I voluntarily assume all risks associated with [my/and the Junior Stomper's] participation in the Event or any activity associated with it. I will take all measures to protect [myself/and the Junior Stomper's] from the risks of participation.

I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by [me/and the Junior Stomper] due to participating in the Event.

10. I hereby consent to [receiving /and the Junior Stomper receiving] medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the Event.
11. There is an inherent risk in climbing up and down stairs.
12. In consideration for the opportunity to participate in the Event and to the extent permitted by law, I unconditionally and irrevocably agree that I:
  - a. will not make any claims against Stadium Stomp; and
  - b. hereby release Stadium Stomp (and their directors, officers, employees, representatives, volunteers, sponsors, contractors, subcontractors (and their respective employees) or agents) (individually and collectively, the "Released Parties") from and against any liability, claims, causes of action, suits or proceedings, including claims for costs or expenses of any nature for any loss, injury, damage of any description whatsoever (including but not limited to injury, death or property damage, and indirect or consequential damage) ("Claim") arising out of or in connection with [my/and the Junior Stomper's] attendance and participation at the Event, howsoever caused, including due to any negligent or wilful acts or omissions by the Released Parties; and
  - c. indemnify the Released Parties from and against all claims (including negligence) whatsoever and howsoever caused arising as a result of or in connection with [my/and the Junior Stomper's] participation in the Event including any injury, death or property damage suffered by a third party.
13. I understand that an Event official has the authority to issue instructions or directions relating to the manner of [my/and the Junior Stomper's] safe participation in the Event and the authority to halt [my/and the Junior Stomper's] participation in the Event at any time they deem necessary to protect [my/and the Junior Stomper's safety] and the safety of other participants, spectators, and personnel.
14. If an Event official issues an instruction or direction relating to participant safety, [I/and the Junior Stomper] will comply with this instruction or direction. In these circumstances [I/and the Junior Stomper] will voluntarily remove [myself/himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from [my/and the Junior Stomper] failure to comply with this condition.
15. I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to [my/and the Participant's] entry into and departure from the Venue.
16. I am solely responsible for all property [I/and the Participant] bring/s onto the Venue and understand and acknowledge that the Released Parties do not accept responsibility for any loss or damage to this property.
17. Provisions of the Competition and Consumer Act 2010 (Cth) and Fair Trading Act 1989 (Qld) imply into contracts for the supply of certain goods and services, warranties that services will be rendered with due care and skill and that goods supplied will be reasonably fit for purpose. Those provisions do not apply to this agreement to the extent that they can be excluded insofar as they relate to liability for death, personal or mental injury, a disease or something that is harmful or disadvantageous to an individual or the community. In particular:
  - a. you acknowledge that the Event constitutes a recreational service within the meaning of section 139A of the Competition and Consumer Act 2010 (Cth) as the Event is:
    - i. a sporting event or similar leisure time pursuit; and/or
    - ii. other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.
  - b. you acknowledge that the Event constitutes a dangerous recreational activity within the meaning of section 19 of the Civil Liability Act 2003 (Qld) as the Event is an activity in for enjoyment, relaxation or leisure that involves a significant degree of risk of physical harm to a person.
18. No warranties, implied or express, have been made to [me/and the Participant] that the Event services will be provided with due care and skill or that any materials provided in connection with the Event services will be fit and proper for the purpose for which they are supplied.

### **Specific Event Rules**

19. [I/and the Participant] agree to:
  - a. be familiar with and understand all written and/or posted rules of Stadium Stomp, as well as all written and/or posted rules of entry into the Venue;
  - b. comply with all directions, instructions and decisions of event organisers, officials and venue personnel; and
  - c. not challenge Event rules, directions, instructions, or decisions on any basis at any time.
20. Participants must not run downstairs – one foot must be placed on each step on the way down.
21. On level 4 of the Venue [I/and the Participant] must not go down to the final row and [I/and the Participant] must stop two rows before the final row.
22. Participants must not overtake other participants on the way down. The Event is not a race against other participants but rather a personal challenge.
23. If, during the conduct of the Event, an Event official directs [my/and the Participant's] withdrawal because [I am/and the Participant is] unable to complete the Event within the advertised time limit, I undertake [to comply with/that the Participant will comply with] this direction. In these circumstances [I/and the Participant] will voluntarily remove [myself/himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from [my/and the Participant's] failure to comply with this condition. I understand that if I have agreed to accompany and be responsible for a Participant, if either the Participant or myself are asked by an Event official to halt or withdraw our participation in the Event, that the other's participation must also be halted or withdrawn.
24. I understand that Stadium Stomp reserves the right to refuse a participant's application to register for the Event or having accepted an application, to then cancel the registration of any participant for any reason whatsoever. Reasons may include, but are not limited to; carrying of an infant, participating without appropriate footwear, carrying or wearing of any item deemed unsafe by the organisers. In such circumstances, the entry fee shall be refunded to the participant minus an administrative fee to the value of 50% of your registration fee.

#### **Rescheduling of Event**

25. Stadium Stomp reserves the right to alter the format of other logistical elements of the Event if required by the Gabba, police and/or other organisations associated with the Event or if reasonably deemed necessary by Stadium Stomp, in the event of unforeseen circumstances, conditions or natural or man-made emergencies make managing the Event unreasonably difficult or unsafe. In such instances, Stadium Stomp will notify me of the rescheduled event as soon as possible.
26. In the event of Event cancellation/postponement due to any occurrence outside of Stadium Stomp's reasonable control, including but not limited to storm or storm damage, high winds or other acts of God, or Venue unavailability for any reason, my entry fee shall not be refundable. Every effort will be made to reschedule the Event.  
Media and Advertising
27. A person must not use the logos, trade marks, or other intellectual property of Stadium Stomp or Stadiums Queensland without the consent of the relevant party.
28. I hereby allow use of [my/and the Participant's] name and image in any media whatsoever of [my/and the Participant's] name, image, voice, statements or otherwise, pre and post the Event in perpetuity, without payment of remuneration or compensation for the purpose of promoting the Event and Venue, and promoting any products manufactured, distributed and/or supplied by and/or events conducted and/or hosted by the Released Parties, and for the purpose of allowing any person accessing any media (including without limitation the Gabba website, Stadium Stomp's website or Stadiums Queensland website) to purchase or download for free any images created.

#### **Cancellation and Withdrawals**

29. If [I/and the Participant] withdraw/s from the Event at any time, there is no refund of any portion of [my/and the Participant's] entry fee unless you provide Stadium Stomp with a valid medical certificate from a certified medical practitioner and the medical certificate is received by Stadium Stomp by 12pm no less than 7 business days prior to the Event. In which case

