

Stadium Stomp Optus Stadium 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 TICK THE 'I AGREE WITH THE TERMS AND CONDITIONS' BOX. IF YOU ARE 12- 17 YEARS OLD, THESE TERMS AND CONDITIONS MUST BE AGREED TO BY A PARENT OR LEGAL GUARDIAN. CHILDREN UNDER THE AGE OF 12 ARE NOT ELIGIBLE TO PARTICIPATE IN THIS EVENT.

Definitions

The capitalised words in this agreement have the following meaning:

Event means the stair climbing and endurance event known as stadium stomp, to be held at the Venue on Saturday, 31 August 2019.

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.

Venue means the stadium currently known as Optus Stadium which is located at 333 Victoria Park Drive, Burswood WA 6100.

VenuesWest means VenuesLive Management Services (WA) Pty Ltd as agent for and on behalf of The Western Australian Sports Centre Trust trading as VenuesWest (ABN 47 894 197 015).

I ACKNOWLEDGE, UNDERSTAND AND AGREE:

Age of Participant

1. [I/the Participant] must be over the age of 12 to register and take part in the Event.
2. (If applicable) At the date of signing this agreement, I am 18 years or older.
3. (If applicable) I am the parent or legal guardian of the Participant and am authorised to enter into this agreement on behalf of the Participant. I further represent and warrant that the Participant will be 12 years or older on the Event day.

Health and Fitness

4. To the best of my knowledge, [I am/the Participant is] not suffering from a condition that would prevent and/or render [me/the Participant] unfit to participate in the Event.
5. [I have/the Participant has] trained sufficiently to participate in the Event and [I am/the Participant is] physically fit and in good health.
6. It is my sole responsibility to determine whether [I am/the Participant is] sufficiently fit and healthy enough to participate in this Event.
7. I am solely responsible for [my/the Participant's] 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. I hereby acknowledge that this clause constitutes a risk warning for the purposes of section 51 of the *Civil Liability Act 2002 (WA)* in relation to the Event.
9. I voluntarily assume all risks associated with [my/the Participant's] participation in the Event or any activity associated with it. I will take all measures to protect [myself/the Participant] 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/the Participant] due to participating in the Event.

10. I hereby consent to [receiving/the Participant receiving] medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the Event.
11. I/the Participant acknowledge that 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/the Participant:
 - 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/the Participant'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/the Participant'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/the Participant's] safe participation in the Event and the authority to halt [my/the Participant's] participation in the Event at any time they deem necessary to protect [my/the Participant'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/the Participant] will comply with this instruction or direction. In these circumstances [I/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/the Participant's] failure to comply with this condition.
15. I/the Participant 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/the Participant's] entry into and departure from the Venue.
16. I/the Participant am solely responsible for all property [I/the Participant] bring/s into 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 *Civil Liability Act 2002 (WA)* 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 the application of sections 60 and 61 of the *Australian Consumer Law (Cth)* and the provisions of the *Civil Liability Act 2002 (WA)* are excluded and all rights under the relevant provisions are excluded and all liability of Stadium Stomp is excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by the relevant provisions in relation to the supply of recreational services under this agreement to the extent the exclusion, restriction and modifications is limited to liability for death or personal injury.
18. I/the Participant acknowledge that the Event constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010 (Cth)* and a recreational activity as defined in section 5E of the *Civil Liability Act 2002 (WA)* and that participation in the Event arises out of the supply of recreational services as defined in section 5J of the *Civil Liability Act 2002 (WA)*.
19. Under section 5J of the *Civil Liability Act 2002 (WA)*, I/the Participant acknowledge that if I/the Participant sign this agreement, I/the Participant will be agreeing that my/the Participant's rights to sue Stadium Stomp and other parties under the *Civil Liability Act 2002 (WA)* if I/the Participant am/are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this agreement and to the extent permitted by law.
20. No warranties, implied or express, have been made to [me/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

21. [I/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.
22. Participants must not run downstairs – one foot must be placed on each step on the way down.
23. Participants must not overtake other Participants on the way down. The Event is not a race against other Participants but rather a personal challenge.
24. If, during the conduct of the Event, an Event official directs [my/the Participant's] withdrawal because [I am/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/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/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.
25. 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 me/the Participant minus a \$10 administrative fee.

Rescheduling of Event

26. Stadium Stomp reserves the right to alter the format of other logistical elements of the Event if required by VenuesWest, police and/or other organisations associated with the Event or Venue 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.
27. 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

28. A person must not use the logos, trade marks, or other intellectual property of Stadium Stomp or VenuesWest without the consent of the relevant party.
29. I hereby allow use of [my/the Participant's] name and image in any media whatsoever of [my/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 Venue's website, Stadium Stomp's website or VenuesWest's website) to purchase or download for free any images created.

Cancellation and Withdrawals

30. If [I/the Participant] withdraw/s from the Event at any time, there is no refund of any portion of [my/the Participant's] entry fee unless granted approval from Stadium Stomp. If a refund is granted then a \$10 administration fee will apply. If [I/the Participant] decides to withdraw, I agree to contact Stadium Stomp on 03 9598 5621 or contact@stadiumstomp.com.au to notify them of the withdrawal.

Privacy and Collection of Personal Information

COLLECTION STATEMENT

Your personal information is being collected by Stadium Stomp for the purpose of conducting and approving the Event, to improve the Event and marketing of goods and services. You will be ineligible to participate in the Event if you do not provide your personal information. Stadium Stomp may disclose your personal information to third parties such as VenuesWest, our joint venture partners, charity partners, clients, sponsors or companies who provide their services to us for the purpose of the Event or for marketing goods and services.

Please contact Stadium Stomp and/or VenuesWest on contact@stadiumstomp.com if you do not wish Stadium Stomp or VenuesWest to use or disclose your personal information to provide you information, updates or news about other goods and services. Stadium Stomp is bound by the Australian Privacy Principles under the *Privacy Act 1988* (Cth). You can access the Stadium Stomp [Privacy Statement](#) online for more information about our privacy practices.

- 31. iRun – I acknowledge that [my and/or the Participant's] personal information will be collected by Stadium Stomp for the purpose of conducting the Event, including identifying participants, recording results and communicating with [me/the Participant] about this or other events.
- 32. I consent to Stadium Stomp disclosing [my/the Participant's] personal information to Athletics Australia Ltd for the purpose of administering the iRun program. I acknowledge and agree that in administering the iRun program, [my and/or the Participant's] personal information will be used to register [me/the Participant] as a recreational running member of Athletics Western Australia.
- 33. I understand that by supplying Stadium Stomp and VenuesWest with [my/the Participant's] e-mail address I consent to [receiving/the Participant receiving] regular e-newsletter updates from Stadium Stomp and VenuesWest in order to stay informed about the Event. I can opt-out of receiving e-newsletters at any time by contacting contact@stadiumstomp.com.

I have read the Stadium Stomp Optus Stadium Participant Terms and Conditions document carefully and agree with these terms and conditions. I fully understand that I am giving up substantial rights when I agree to these terms and conditions by signing this document and sign it freely and voluntarily.

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Signature of Participant or Guardian if under 18 years (above) Print Name of Participant (above)

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Date

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Signature of Witness (above) Print Name of Witness (above)

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Address of Witness (above)