



Griffith Sport Toohey Trail Run Terms and Conditions

Griffith University ("Griffith") invites you to participate in the **2024 Griffith Sport Toohey Trail Run** on **22 September 2024** at **Griffith University Nathan campus and Toohey Forest** (the "Event"). By participating in the Event, you agree to all the terms set out below in this agreement, including the waiver in section 2 (the "Agreement").

You acknowledge that your participation in the Event involves inherent risks, both known and unknown, including but not limited to: falls, contact with other participants or pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail.

1. Authority to Register

You confirm that:

- if You are over the age of 18, You are the Event Participant;
- if the participant in the Event ("Event Participant") is under the age of 18, that You are the parent or legal guardian of the Event Participant, and that any reference in this Agreement to 'You' or 'Your' means You and/or the Event Participant (as the context requires); and
- You are authorised to make use of the credit or debit card to which registration fees will be charged.

2. Waiver

1. You acknowledge that You are entering into the Event is by your own free will and at Your sole risk. You agree that You will not participate in the Event unless you are healthy, medically able and properly trained.
2. You understand that the Event may be held over public roads and facilities open to the public during the Event and upon which hazards are to be expected. Participation carries with it certain inherent risks that cannot be eliminated completely ranging from minor injuries to catastrophic injuries including death.
3. To the extent permitted by law, you release and agree not to sue Griffith for any claim or liability You may have (or that may be made on Your behalf) arising from participation in the Event by You. You agree to pay for Your own medical expenses in the event of an accident or other injury resulting from Your participation in the Event.
4. You fully understand you are, to the extent permitted by law, forever giving up in advance any right to sue or make any claim against Griffith if You suffer such injuries and damages resulting from Your participation in the Event even though You do not know what or how extensive those injuries and damages might be. You voluntarily assume the risk of such injuries and damage.
5. If You become aware of any condition or impairment or You are injured or sick prior to the Event, You acknowledge that You have the opportunity to withdraw. You will provide to Griffith the details of any medical or other condition that may be relevant should medical treatment be required or may affect Your participation in the Event.

3. Limitation of Liability; Disclaimer of Warranties

To the extent permitted by law, Griffith will not be liable for any direct, indirect, incidental, special or consequential damages:

- (a) resulting from the Event or Your participation in the Event;
- (b) for the cost of procurement of substitute goods and services; or
- (c) for any goods or services purchased or obtained or transactions entered into with or through Griffith.

4. Governing law and jurisdiction

You acknowledge that this Agreement is governed by the law of Queensland and You agree to submit to the non-exclusive jurisdiction of the courts of that State.

5. Individual Registrant

By indicating Your acceptance of this Agreement, you confirm that you have read and understand this Agreement and fully understand its terms. You understand that You are giving up substantial rights, including the right to sue. You acknowledge that You are signing the Agreement freely and voluntarily and intend Your acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law.

6. Photo Video Release

1. By participating in the Event, You will be taking part in activities where photography, audio, and video recording may occur.
2. By registering for the Event, You consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by Griffith, its affiliates and representatives.
3. You agree that Griffith may use Your name, image, likeness, appearance, and voice, and all materials created by or on behalf of Griffith that incorporate any of the foregoing (the "Materials") in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to You.
4. In the event that You are registering a minor, You represent that you are the parent or legal guardian of the minor and agree that Griffith may use the minor's name, image, likeness, appearance, and voice in all Materials in perpetuity throughout the world in any medium whatsoever without further consent from or royalty, payment, or other compensation to You or the minor.
5. Griffith will be exclusive owner of all rights in the Materials, including copyright. Images, photos and/or videos may be used to promote similar races or events in the future.
6. You release Griffith including its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitising, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.
7. By participating in the Event, You waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Griffith or the person or entity designated to do so by Griffith. You have been fully informed of Your consent, waiver of liability, and release before participating in this Event.

7. Registration

1. Entries in the Event are to be completed online or in-person (during the Event Weekend only).
2. Registrations will close 30 minutes prior to the race start on the morning of the Event. Griffith reserve the right to close off registrations at their discretion should the event reach entrant number capacity.
3. For a registration to be valid, all entrants must complete the online entry form, including the signing of this Agreement, and pay the required entry fee prior to the commencement of the Event. Registration is only valid for the details listed on the registration form. Griffith reserves the right to verify the validity of entries and to disqualify any entrant which, in the reasonable opinion of Griffith, engaged in conduct in entering which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the Event.

4. Entrants acknowledge that should they withdraw, or should the Event be cancelled or changed due to reasons beyond the control of Griffith such as safety reasons, Queensland Health directives or poor weather conditions, the entry fee is non-refundable.
5. Entrants who downgrade their race distance will not receive a refund of the difference in race fees.
6. Griffith understands that gender diversity refers to a diverse range of gender expressions and identities and welcomes all persons to Griffith Sport events, including the Event. Griffith does recognise gender divisions endorsed by National Sporting Organisations, which may be as follows:
 - a. Male: participation is restricted to those who identify as male
 - b. Female: participation is restricted to those who identify as female.
 - c. Gender Diverse: for those who identify as non-binary, gender non-conforming, gender fluid, gender queer etc
7. Griffith also follows the Sex and Gender Classification in accordance with the Australian Government Guidelines on the Recognition of Sex and Gender. Gender X (Indeterminate/Intersex/Unspecified) is available for those individuals who do not exclusively identify as either male or female i.e. a person of a non-binary gender.
8. Individuals that register in an Unspecified category will be contacted by Griffith Sport Event Staff to confirm category placement and numbers.
9. A category is defined once five (5) or more people have registered into a particular age or gender bracket. If one category does not receive five (5) or more entrants, it will not qualify as a category and therefore not be eligible for prizes.

8. Event Delivery and Participant Requirements

1. Entrants must remain on the designated course as marked by race officials and course signage.
2. Events will be timed at the finish line by a professional timing company, with timing chips attached to each entrant's race bib. It is the participants' responsibility to ensure they have their race bib on at all times, including when they cross the finish line, to ensure they receive their individual time.
3. Line honours will determine the first, second & third place of each category. Prizes will be awarded to valid entrants crossing the finish line in the designated categories and finishing positions detailed in these terms and conditions. If the prize winner is ineligible, the entrant will forfeit their prize.
4. Race officials have the ultimate authority to remove a competitor from the race if the competitor is judged to be incapable of continuing the race without risk of serious injury. Race Officials have the right to remove any competitors without a visible race bib from the course without warning. Before agreeing to the Agreement, each participant needs to be aware of the cut off times for each event. Race officials reserve the right to remove any participant from the course should they not meet the cut off time, and all-time markers, for the event.
5. All entrants must walk or run without the assistance of bikes, skateboards, rip sticks, rollerblades or similar items, which are prohibited for safety reasons.
6. Off Road/Racing Prams are permitted. Entrants participating with a pram must be over 18 years and must start at the back of the race marshalling area.
7. No pets are allowed on the course. Guide dogs, hearing dogs or assistance dogs are permitted.
8. Good sportsmanlike conduct will be demanded of all competitors, any unsportsmanlike conduct will be grounds for instant disqualification.
9. All entrants accept that Griffith University's decision is final and that no correspondence will be entered into. Entrants consent to follow all directions by event organisers in relation to this event.

10. All participants are to respect and treat their fellow participants with same vigour they would race staff and volunteers. Participants are not to tease, bully, belittle, disrespect, make fun of or discriminate against anyone present or participating in a sport event. All participants and spectators are required to abide by the [Griffith Sport Pride Code Of Behaviour](#) and the zero tolerance of discriminatory behaviour towards people based on race, culture, sexual orientation, gender identity or intersex status. Any inappropriate behaviour or conduct by participants who have registered as an individual or team, will be dealt with under the this code of behaviour. Any serious breaches will result in an individual or team being removed from the event without a refund.

11. Additional details about Griffith Sports diversity and inclusion strategy, programs & guidelines can be viewed on the dedicated [Griffith Sport Pride Website](#).