Terms and Conditions – Participant Registration for the 2021 North Queensland Smiddy Challenge

Entry into the 2021 Far North Queensland Smiddy Challenge with Mater Foundation's program "Mater Smiling for Smiddy" is deemed to be an acceptance of Terms and Conditions of Entry.

A. Mater Foundation Ltd (ABN 96 723 184 640) 620 Stanley St, Woolloongabba QLD 4102 ("**Mater Foundation**") is a registered Charity and owns the Mater Smiling for Smiddy ("**MS4S**") fundraising program.

B. "**Event**" means the 2021 Far North Queensland Smiddy Challenge three-day ride to be held on 2 – 4 May 2021 and the five-day ride to be held on 2 – 6 May 2021 concurrently and any scheduled training sessions run by Mater Smiling for Smiddy.

C. "**Claims**" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Event.

D. "**Releasees**" means Mater Foundation and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants, contractors and any others who give recommendations or engage in risk evaluation regarding the Event.

SUBMISSION OF THIS FORM OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE EVENT.

1. Participant details

I wish to participate in the Event and understand that participation has inherent risks, including but not limited to risks to personal heath arising from the physical nature of the Event, e.g. falling or being knocked off my bike, risk of collision with vehicles and other objects etc.

2. Agreements for the Protection of Participants

- I am aware of the fitness level required to undertake the Event and certify that I am physically capable of participating in the Event and accept all risks associated with it.
- I am aware that as a participant of the Event, I and my possessions, including my bike, are not covered by Mater Foundation's insurance.
- I warrant that I am in a good state of health, that I am not receiving any medication or taking any substance which may affect or interfere with my ability to engage in the Event and, other than as advised to Mater Foundation, that I am free from any injury, medical condition (including but not limited to advanced pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Event or which may affect or interfere with my ability to engage in the Event.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that the Mater Foundation recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise Mater Foundation personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorise to secure emergency medical care or transportation when deemed necessary by Mater Foundation personnel.
- I agree to take full responsibility and assume liability for any and all costs incurred as a result of my participation in the Event.
- I acknowledge that MS4S have instituted its rules and safety procedures for the protection of the participant and co-participants.
  I confirm that prior to participating in this Event that I will familiarise myself with those rules and safety procedures and follow them throughout the event. I also recognise the authority of the Mater Foundation to halt my participation if my participation, conduct, or presence endangers myself or my co-participants.
- I am aware that this Event involves extended strenuous physical activity that may cause me to experience fatigue like symptoms which may continue past the end date of the Event. I may not be able to undertake tasks such as operating motorised equipment safely in the days immediately after the Event.
- I warrant that I have a post-event recovery plan to safely overcome any fatigue like symptoms resulting from my participation in the event. I release Mater Foundation from any liability from any incidents experienced as a result of fatigue incurred during the Event.

3. Waiver of Liability and Indemnification

In consideration of MS4S accepting my entry into the Event, I absolutely release and waive any claim I might otherwise have had against Mater Foundation and any officials or volunteers associated with the Event in respect of any injury, loss or damage I might suffer arising from my participation in the Event, including any loss or damage arising from a breach of contract and/or negligence by Mater Foundation personnel or volunteers.

I will also indemnify and hold harmless Mater Foundation against any loss or damage claimed against it by third parties as a result of any such claim made by me during the Event or arising from any action or negligence caused by me during the Event.

4. Traffic & Road Laws

I agree to follow all traffic and road laws including directions by Police, Mater Foundation staff and volunteers. I understand that failure to do so may result in my being removed from the Event.

5. Fundraising

I acknowledge that acceptance of this entry form and registration to take part in the Event carries with it an obligation to meet a fundraising target of **A$3,500 for participation in the three-day ride or A$5,000 for participation in the five-day ride**. I commit to fundraising **A$3,500 or A$5,000** as applies and accept that my failure to do so by 5.00pm Friday, 30 April 2021 will grant the Mater Foundation the right to issue an invoice with the shortfall.

I understand that my failure to lodge the fundraising target may render me ineligible to participate in the Event and I may forfeit my entry and associated entry fee.
I understand that all donations processed by Mater Foundation are non-transferable and non-refundable, even if I do not participate in the event.

6. Fee Refunds

If I am unable to participate in the Event after accepting these terms and conditions, I undertake to notify MS4S of my inability to participate at the earliest possible opportunity. I acknowledge that a cancellation fee will be incurred:

- A 25% cancellation fee of the entry will be incurred if I withdraw up until 5.00 pm Friday 29 January 2021
- 50% cancellation fee of the entry fee will be incurred if I withdraw after 5.00pm Friday 29 January 2021 until 5.00 pm Friday 26 March 2021.
- I understand that I am not entitled to any refunds on my entry fee from 5.00pm Friday 26 March 2021.

7. Right to refuse application

I acknowledge that Mater Foundation reserves the right to refuse my application to register. Should my application be refused my full registration fee will be refunded to me.

8. Media and photography

I hereby grant to Mater Foundation the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event and its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of the Event for any purpose whatsoever.

I acknowledge my personal information, including photos, is collected, held and used by Mater Foundation for event coordination and administration purposes, Mater Foundation event marketing and Mater Foundation fundraising activities. Please contact us if you do not consent to Mater Foundation holding and/or sharing your personal information. Our privacy policy is available at www.materfoundation.org.au/privacy.

9. Communication

I understand that my email address will be used for registration confirmation and updates about the Event as well as support to help me reach my fundraising and training goals. From time to time Mater Foundation may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than information that relates to this event) I can contact the Mater Foundation Supporter Operations team via FundraisingOperations@mater.org.au or by calling 07 3163 5666. I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Mater Foundation Privacy Policy I can contact the Mater Foundation Privacy Officer via email FoundationPrivacy@mater.org.au or by calling 07 3163 8000.

10. Majority Age

I affirm that I am 18 years of age (or will be at the time of the Event) or older and have read and understood what is expected of me and I agree to adhere to the direction of Mater Foundation personnel at all times.

11. Acknowledgment of Understanding

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read these Terms and Conditions, including the Waiver of Liability and Indemnification, and fully understand its contents. I am aware that this is a release of liability and binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue.

I acknowledge that I am accepting this Waiver and Release freely and voluntarily, and intend by accepting to be a complete and unconditional release of all liability to the greatest extent allowed by law.