

Griffith University (“**Griffith**”) invites you to participate in the **2024 Griffith Sport Toohey Trail Run** on [Sunday 22 September] at **Griffith University Nathan campus and Toohey Forest** (“**Event**”). By registering to participate in the Event, You agree to all the terms and conditions set out below (“**Agreement**”), including the limitation of liability in section 6.

1. AUTHORITY TO REGISTER

1.1 You confirm that:

- (a) if You are over the age of 18, You are the Event Participant;
- (b) 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
- (c) You are authorised to make use of the credit or debit card to which registration fees will be charged.

2. REGISTRATION AND EVENT CATEGORIES

- 2.1 Entries in the Event may be completed online or in-person (during the Event weekend only).
- 2.2 Registrations are intended to close 30 minutes prior to the race start on the morning of the Event. However, Griffith reserve the right to close off registrations earlier at its discretion should the Event reach entrant number capacity.
- 2.3 For a registration to be valid, You must complete the entry form (on-line or in person), confirm that You accept the terms of this Agreement and pay the required entry fee prior to the commencement of the Event.
- 2.4 Registration is only valid for the person whose details are listed on the registration form. Griffith reserves the right to verify the validity of entries and to disqualify any person who, 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.
- 2.5 You acknowledge that if You withdraw, or if the Event is cancelled or changed due to reasons beyond the control of Griffith such as safety reasons, government directives or poor weather conditions, the entry fee is non-refundable.
- 2.6 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 recognises 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.

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- (c) Gender Diverse: for those who identify as non-binary, gender non-conforming, gender fluid, gender queer etc
- 2.7 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.
- 2.8 Individuals who register in an Unspecified category will be contacted by Griffith Sport Event Staff to confirm category placement and numbers.
- 2.9 A category is defined once five (5) or more people have registered into a particular age or gender bracket. If a category does not receive five (5) or more entrants, it will not qualify as a category and will therefore not be eligible for prizes.

3. PARTICIPATING IN THE EVENT

- 3.1 While participating in the Event, You must remain on the designated course as marked by race officials and course signage.
- 3.2 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 responsibility of each Event Participant 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.
- 3.3 Line honours will determine the first, second and third place of each category. Prizes will be awarded to valid Event Participants crossing the finish line in the designated categories and finishing positions detailed in these terms and conditions. If the prize winner is ineligible, the Event Participant will forfeit their prize.
- 3.4 Race officials have the ultimate authority to remove You from the race if they consider that You are incapable of continuing the race without risk of serious injury. Race Officials have the right to remove any persons without a visible race bib from the course without warning.
- 3.5 You must inform Yourself of the cut-off times for each distance in the Event. Race officials reserve the right to remove You from the course if You do not meet the cut-off time, and all-time markers, for the Event.
- 3.6 All Event Participants must walk or run without the assistance of bikes, skateboards, rip sticks, rollerblades or similar items, which are prohibited for safety reasons.
- 3.7 Off Road/Racing Prams are permitted. Event Participants participating with a pram must be over 18 years old and must start at the back of the race marshalling area.
- 3.8 Animals are not permitted at Griffith facilities, competitions and/or events, with the exception of a certified guide, hearing or assistance dog, provided that the person in question holds and is able to produce a Handler's Identity Card issued under the Guide,

Hearing & Assistance Dogs Act 2009. Further information regarding bringing animals onto campus can be found in section 3.2.11 2 of [Griffith's Campus Access and Use Procedure](#).

4. EXPECTED STANDARDS OF BEHAVIOUR

- 4.1 You accept that Griffith's decisions in relation to the Event are final and that no correspondence will be entered into. You agree to follow all directions by Event organisers in relation to this Event.
- 4.2 Good sportsmanlike conduct will be demanded of all Event Participants before, during and after the Event, both within and close to the Event area. Any unsportsmanlike conduct will be grounds for instant disqualification.
- 4.3 You agree to treat Your fellow Event Participants with respect. You must not tease, bully, belittle, disrespect, make fun of or discriminate against anyone present or participating in the Event.
- 4.4 All Event Participants and spectators are required to abide by the [Griffith Sport Pride Code Of Behaviour](#) ("Code") and there will be zero tolerance of discriminatory behaviour towards people based on race, culture, sexual orientation, gender identity or intersex status. Serious breaches of the Code will result in an individual or team being removed from the Event without a refund. Alleged breaches of the Code may also be investigated by Griffith after the Event, and details passed onto the appropriate authorities.
- 4.5 Additional details about Griffith Sport's diversity and inclusion strategy, programs and guidelines can be viewed on the dedicated [Griffith Sport Pride Website](#).

5. ASSUMPTION OF RISK

- 5.1 You acknowledge that You are entering into the Event of Your own free will and at Your sole risk.
- 5.2 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.
- 5.3 You agree that You will not participate in the Event unless You are healthy, medically able and properly trained. 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 from the Event and that You should do so.

6. 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.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

- 7.1 Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“**Non-Excludable Guarantees**”).
- 7.2 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the University (including its respective officers, employees and agents) excludes all liability for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Event, except to the extent that the liability arises from negligence or misfeasance which is attributable to the University.

8. PHOTO VIDEO RELEASE

- 8.1 By participating in the Event, You will be taking part in activities where photography, audio, and video recording may occur.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. GOVERNING LAW AND JURISDICTION

9.1 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.

10. LEGAL AGREEMENT

10.1 These terms and conditions express the entire agreement between the parties in relation to its subject-matter and upon acceptance by You, give rise to a legally binding contract between You and Griffith University. By registering for the Event, You confirm that You have read and understand this Agreement, that You fully understand its terms and that You agree to its terms. You acknowledge that You are entering into this Agreement freely and voluntarily.