

## Terms & Conditions

### Transfers, Refunds and Cancellation Policy

Please be advised that that by registering for WalkWest you acknowledge and accept the cancellation terms below:

I hereby understand and acknowledge that all fees and associated costs (including optional product purchases and donations), paid for the WalkWest event are, under any circumstances, NON REFUNDABLE, including but not limited to injury, a scheduling conflict, change of venue, event rescheduling and/or event cancellation. I accept that the organisers reserve the right to alter the advertised course, change venues, reschedule or cancel the event altogether if conditions warrant it, or otherwise, at the organisers sole discretion. If the event has to be cancelled due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason deemed reasonable by the event organisers, the event will be re-scheduled where possible. If the event is capable of being rescheduled then at the organiser's discretion registrations will be deemed valid for the rescheduled event date, subject to any notified conditions. These terms and conditions and any conditions notified at the time of a rescheduling direction shall apply to the rescheduled event.

Registrations are non-transferable. If you are registering a team, you warrant and acknowledge that all team members are bound by this Transfer, Refund and Cancellation policy. If you are registering a minor, you warrant that you are a parent or guardian of those minors.

### Conditions of Entry

In completing this registration form I hereby declare that I am participating in this event entirely at my own risk. I acknowledge that all persons directly or indirectly involved in organising this event are not liable for any loss or damage suffered by me or other relating to my participation in the event (whether as a result of negligence or otherwise). I agree to indemnify the sponsors, organisers and all officials against any and all claims arising from my participation in the WalkWest Run or Walk. I agree to abide by the rules laid down by the organisers.

**Use of Image:** I consent to the event organisers and approved contractors using my name, image, likeness and also my performance in the event, at any time, to promote the event by any form of media.

The following conditions of entry apply to all participants and visitors to WalkWest.

1. I understand that the organisers reserve the right to alter the advertised course or location, close or withdraw obstacles, to postpone, reschedule or cancel the event if conditions warrant it or otherwise at the organiser's sole discretion, including for the following reasons: if natural or man-made emergencies make administering the event unreasonable due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason (at the organiser's sole discretion), and that my entry fee will be non-refundable.
2. All participants must read and sign the Participants Waiver. All participants under the age of 18 must have a parent or legal guardian read and sign the participant's waiver on their behalf. You represent that you are the parent or authorised guardian of any children aged 17 and under ('minors') accompanying you, and provide these acknowledgments and disclaimers on behalf of yourself and all such accompanying minors. This disclaimer must be received on the day of the race at the registration tent, before any registration packs are handed over to the participant and they can start the race.
3. I agree to exhibit appropriate behaviour at all times, including obeying all laws event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, in the opinions of the organisers, I have broken these rules or brought the event into

disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions

4. I acknowledge that any property or equipment (without limitation) that I bring into WalkWest is at my own risk and release The Western Health Foundation (and its officers, employees, agents and contractors) from and against any claim or liability in relation to loss of or damage to such property, even where such loss or damage is caused by negligence, default or breach of contract by Western Health Foundation (or its officers, employees, agents and contractors)
5. I grant permission to the Western Health Foundation to use my photograph, video, multimedia and/or likenesses of me captured during the event by Western Health Foundation and its affiliates or contractors without payment and/or compensation to you. These items become the sole property of Western Health Foundation to use for any legitimate purpose, including but not limited to promoting, advertising and marketing activities.