**Active Maroondah events - Terms and Conditions**

I acknowledge and agree that to the extent permitted by law the following terms and conditions apply to my or my child’s participation in Active Maroondah events.

I agree to enter, and where relevant authorise my child to enter, Active Maroondah events completely at my own risk. In the case of illness or injury, I irrevocably authorise Maroondah City Council, its staff, volunteers and agents or any of them (“Council”) to administer first aid and to authorise such medical treatment or other attention as they may be advised are necessary and/or appropriate for me or my child, at my cost.

I understand that Council cannot and does not accept responsibility for any injury sustained during Active Maroondah events, or for any loss of property that may occur. I acknowledge that the activities involved in a participating in Active Maroondah events, present inherent risks of accident, injury, even death, and loss and I accept these risks entirely. I further acknowledge that I or my child should not participate in Active Maroondah events unless I or my child have properly prepared and trained for the event and that I am solely responsible for the condition and use of my or my child’s equipment needed for Active Maroondah events, including insurance of that equipment.

I hereby agree to release, discharge and to hold harmless Council and separately each of the parties covered by that defined term for any accidents, harm and/or loss that I or my child may suffer as a result of participating in Active Maroondah events. I acknowledge and accept that whilst Council will take reasonable precautions to supervise all participants in Active Maroondah Events, I am solely responsible for my participation and the participation and supervision of my child.

I agree and understand that I and my child are to follow any direction/instruction from Council during Active Maroondah events and that any failure to comply with such directions/instructions may result in me or my child being excluded from further participation in Active Maroondah events without refund of any entry fee.

In addition, I hereby agree to separately indemnify Council and each of the parties covered by that defined term (“Indemnified Parties”) for any loss, demands, damages, expenses, claims, actions, and suits brought for and on behalf of anyone else against any of the Indemnified Parties arising out of or in any way connected to my participation in the activity.

I agree that the release and indemnity provided above are irrevocable, are in addition to any other rights Council has and continue after Active Maroondah events has concluded.

I give permission for Maroondah City Council to publish photos taken during Active Maroondah events, containing my image within any of its publications and/or on Council’s websites and e-communications.

I understand that Active Maroondah events may be modified or cancelled due to inclement weather conditions, or a safety issue as determined by Council.

I understand that there is a time limit in which I am required to complete the Event. I will provide evidence of my ability to complete the course in the specified time limit, if requested by Council. If, during the conduct of the Event, an Event official directs my withdrawal because I am likely to be unable to reach the cut-off marks within the advertised time limit or complete the Event within the advertised time limit, I undertake to comply with this direction. In these circumstances I will voluntarily remove myself from the course without liability to Council.

If competing in the 15km race (as part of the Run Maroondah Event), I will be 16 years or older on the day of the Event.

If competing in the 10km race (as part of the Run Maroondah Event), I will be 13 years or older on the day of the Event.

All children (under the age of 13 years on the day of the Event) must be accompanied by an adult, if competing in the 5km race on the day of the Event.

Individual registrations must be 13 years or older on the day of the Event.

Kids 1.2km race, open to children 12 years of age and under.

All children participating in the 1.2km Race (as part of the Event) that are: (a) 6 years of age or younger must be accompanied by an adult; (b) 7 to 12 years of age will have the option of being accompanied by an adult. The adult accompanying the child, is required to complete participant details, but is not required to pay for registration.

If competing in the 5km family registration, one participant is required to be 18 years of age.

Children in prams who are not actively participating are free and not required to pay for registration.

I acknowledge that I may not participate in the Event with or using roller skates, roller blades, skateboards, bicycles, scooters, dogs/animals or any non-traditional form of running shoe. UAVs are prohibited at or around the Event. I acknowledge that I am responsible for all property I bring to the Event and understand that Council does not accept responsibility for any loss or damage to this property.

I acknowledge that the Event may be scheduled during a time at which the pandemic and/or public health emergency arising from COVID or a state of emergency, one or more State or Commonwealth Government directions, regulations or laws, including directions regarding the number of persons who are permitted to attend the Event (“Government Directive”) may impact on Council’s ability to hold the Event. If Council is required or decides to cancel or postpone the Event because of COVID or a Government Directive, I agree that (notwithstanding any other provision of these Terms and Conditions) my registration and Event entry fee will be automatically rolled over and credited to the following year Event and I will not be entitled to receive a refund of my Event entry fee.

I acknowledge that no refunds will be issued, should you not be able to participate. The registration is not transferable to any other person, without permission of the Event organiser.

In the event of cancellation, due to heat, extreme weather or fire policies by Maroondah City Council, the event may be rescheduled, if the event is not rescheduled, refunds will be issued to all entrants.

Privacy Collection Notice

*Maroondah City Council is committed to protecting your privacy as prescribed by the Privacy & Data Protection Act 2014 and the Health Records Act 2001. The information you provide on this form is being collected by Maroondah City Council for the strict purpose of conducting Council business. Your information will not be disclosed to any external party without your consent, unless Council is required or authorised to do so by law. Failure to provide the information requested may make you ineligible to receive the service or be part of an event/function that is the subject of this form. Any access to the information, amendments that may be required or any privacy enquiries may be directed to Council's Privacy Officer & Health Records Officer on 1300 88 22 33 or email - privacy@maroondah.vic.gov.au*.