

ProSport Health & Fitness – Terms & Conditions

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In signing this form or by clicking a button on your computer screen indicating your acceptance of this Agreement you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident. Please read the following carefully:

1. I am aware of the hazards involved and acknowledge with running, there is always risk of injury, (including permanent injury, mental injury, paralysis and death) and damage to my property.
2. I acknowledge that I must make my own judgements on one's ability to run or at a level that I am capable of running. I certify that I am physically fit and have not been advised otherwise by a qualified medical person that I cannot participate in this event.
3. In consideration of being allowed to participate in this event, I, (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns,) agree to the following:
4. a) **WAIVE, RELEASE AND DISCHARGE** from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from this event the following entitie: ProSport Health & Fitness; and b) **INDEMNIFY AND HOLD HARMLESS** the entitie mentioned in paragraph 4(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from this event.
5. I acknowledge that I am responsible for my personal possessions and equipment during the event.
6. I accept the that this event is self-navigated. I acknowledge a map will be sent with the course details, but on the day of the event there will be no course markings, first aid, and/or drink and food aid stations.
7. I acknowledge that ProSport Health & Fitness's arranged insurance covers public liability and not myself whilst participating in this event. I am responsible for my personal accident insurance and ambulance cover.
8. ProSport Health & Fitness reserves the right to alter or cancel, without prior notice, any of the arrangements relating directly or indirectly to this event, for any circumstances beyond ProSport Health & Fitness's reasonable control. This includes the cancellation of an event itself due to extreme weather situations and closures of roads. ProSport Health & Fitness's maximum liability is limited to a full refund of an event registration fee. ProSport Health & Fitness accepts no additional liability for travel, accommodation or any other additional costs incurred.
9. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by ProSpot Health & Fitness without payment or compensation.