

AUS PARTICIPATION AGREEMENT

At the time of submitting my Australian University Sport (AUS) event registration through the AUS online registration system:

- a) I acknowledge that I have read and understood the Australian University Sport Inc ("AUS") Code of Behaviour [available on the AUS website www.unigames.com.au].
- b) I acknowledge that I have read and understood the AUS Anti-Doping Policy [available on the AUS website www.unigames.com.au].
- c) I agree I am bound by the provisions contained within the AUS Code of Behaviour and AUS Anti-Doping Policy and will abide by any penalties or sanctions imposed by any disciplinary committee convened to determine breaches of the Code of Behaviour and Anti-Doping Policy.
- d) I declare that I have not engaged in doping and that I am not currently subject to any sanctions for being in breach of any applicable anti-doping rules.
- e) I declare that I meet, and will continue to meet for the duration of the event, the eligibility requirements as required under the AUS eligibility rules [available on the AUS website www.unigames.com.au].
- f) I acknowledge that I understand and that I am bound by the rules/laws that govern the sport[s] I have entered for this event as well as the AUS rule variations for the same sport(s) [any applicable AUS rule variations are available on the AUS website www.unigames.com.au].

In consideration of my application for participation in the event being accepted:

- I ACKNOWLEDGE that there are inherent dangers associated with my participation in the event and that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the event.
- I DECLARE that I am medically and physically fit and able to participate in the event. I will immediately notify AUS in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that AUS will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I AGREE that I will not participate in the event unless I am completely satisfied with the adequacy and condition of the event arena and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the event. I acknowledge that AUS makes no warranty that the event arena and anything related to the conduct of the event is fit for the purpose.
- I ACKNOWLEDGE that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of AUS (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of AUS will, at the discretion of AUS, be limited to the resupply of the services or payment of the cost of having the services supplied again.
- I:
 - RELEASE and will release AUS from all claims that I may have or may have had but for this release arising from or in connection with my participation in the event; and
 - INDEMNIFY and will keep indemnified AUS to the extent permitted by law in respect of any claim by any person including but not only another participant in the event arising as a result of or in connection with my participation in the event.
- I CONSENT to receiving any medical treatment that AUS reasonably considers necessary or desirable for me during my participation in the event. I also agree to reimburse AUS [or event organiser if not AUS] for any costs or expenses incurred in providing me with medical treatment.
- I ACKNOWLEDGE and consent to photographs and electronic images being taken of me during my participation in the event. I acknowledge and agree that such photographs and electronic images are owned by AUS and that AUS may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to AUS using my name, image, likeness and also my performance in the event, at any time, by any form of media, to promote the event and AUS.

- I ACKNOWLEDGE and consent to AUS providing my personal details (limited to event or race identification number, full name and email address) to third party photographers for the purpose of promoting photographs from the Event. I acknowledge that third party photographers may contact me via email to alert me when photos from the Event are available on their website. These photos will be available for purchase either online and/or at the Event.
- I ACKNOWLEDGE that the personal information I have provided is necessary for the conduct and management of the Event and, and that it is collected in accordance with the AUS Privacy Policy (available on the AUS website and displayed in the AUS Organisational By-Laws section). I acknowledge that AUS may use or disclose my personal information for the purposes of providing me with AUS services or promotional material or otherwise in accordance the AUS Privacy Policy. The AUS may share my information with third parties such as AUS members and affiliates; companies engaged by the AUS to carry out functions and activities on the AUS's behalf including direct marketing; the AUS's professional advisers, including the AUS's accountants, auditors and lawyers and the AUS's insurers; however your information is not generally disclosed to anyone outside Australia. I understand that the AUS Privacy Policy contains information about how I may access and request correction of my personal information held by AUS or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by the AUS. I acknowledge that if the information provided as part of my registration is not provided my entry application will be rejected. If you do not wish to receive promotional material from AUS sponsors and third parties, you must advise the AUS in writing or via the opt-out procedures provided in the relevant communication.
- I AGREE that:
 - I have sole responsibility for my personal possessions and equipment during the Event;
 - in the event of a cancellation of the Event due to a storm, rain, inclement weather, winds, other "acts of God" or events outside the control of AUS [or event organiser if not AUS], my entry fee for the Event is non-refundable;
 - where the Event is cancelled, AUS [or event organiser is not AUS] has the right to reschedule the Event to another day of their choosing;
 - the Event can and will be affected by the weather which may change without warning;
 - there is often an element of the "luck of the prevailing conditions" when undertaking the Event over which the AUS [or event organiser if not AUS] have no control; and
 - in the event of extreme weather conditions AUS [or event organiser if not AUS] reserve the right to alter the format of, shorten, or cancel the Event in the interest of competitor safety.
- I AGREE that if any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

I acknowledge that I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of implied terms, release and indemnity.

AUS and event organisers require the information requested as part of registration for use in relation to the event. Any personal information provided will only be used in accordance with the objects and purposes of AUS, AUS general business and in relation to AUS' administration of the event. This includes providing you with event related information via post, email or SMS text messaging. Individuals will be able to access their personal information through AUS upon reasonable notice. If the requested information is not provided you may not be able to participate in the event.