

CONDITIONS OF ENTRY FOR ALL CAN TOO PROGRAMS

Organiser means the organiser of the Program, Can Too Pty Ltd ABN 91 113 238 136.

CCAF means Cure Cancer Australia Foundation ABN 13 002 838 495.

Sponsor means Macquarie Group Services Australia Pty Ltd ABN 53 116 467 031.

Event(s) means an event(s) that is organised by a party that is not one of the Released Persons.

Program means the training program to prepare participants for Events.

Released Persons means each of CCAF, the Sponsor and the Organiser.

1. In consideration of the Organiser endeavouring to provide assistance to me in preparation for one or more Events and as a condition of the acceptance of my entry for each and every Program I register or participate in, I (with the intent of binding my heirs, executors, administrators and assigns) waive, release and agree to relinquish all and any claims, rights or causes of action which I might otherwise have against any of the Released Persons for or arising out of loss of my life, injury, damage to myself or my property which I may suffer or sustain at any time in the course of or in any way arising from my participation in any Program including without limitation incorrect or insufficient advice.
2. The risks of my participating in the Program include, but are not limited to: exposure to and contact with natural or man-made features, water, adverse weather conditions, ascending or descending inclines; the nature of activities involved in the Program; hypothermia and/or heat exhaustion; the condition or suitability of equipment used by myself and by others in the Program; exposure to other persons or vehicles where the Program is conducted; and the actions and inactions of other participants, spectators, Organiser's personnel and supporting agencies.
3. I understand that participating in the Program involves a physically taxing and stressful activity which carries the risk of personal injury and damage to myself and to others and I am aware of and have considered those risks.
4. I am aware that there may be other risks involved which have not been set out above, including but not limited to my physical or mental condition at the time the Program is held, which can result in possible injury, incapacitation, loss, damage or even death to myself.
5. I agree to abide by those rules and conditions of entry and participation in the Program, which are at any time made known to me by the Organiser.
6. I represent and warrant that –
 - (a) I am participating in the Program at my own risk having considered the possible consequences of so doing, and
 - (b) I will have trained and prepared sufficiently to participate in the Event(s), and undertake to withdraw and not to participate in or complete the Event(s) should I not have trained or prepared myself sufficiently for the Event(s), and
 - (c) I am eighteen (18) years of age or older at the date I sign this document, and
 - (d) I am physically fit, with no pre-existing medical condition and sufficiently trained for the Program and have not been advised by a qualified medical practitioner that I should not participate in the Program, and

- (e) I have taken and considered independent medical advice for any medical condition or complication of condition which I may have or which may arise by reason of my participation in any Program.
7. I agree to indemnify and keep indemnified the Released Persons from any loss damage or expense (including medical ambulance evacuation or legal costs and expenses) which any of them may incur or suffer caused by or arising out of my participation in any Program or in providing any assistance to me.
8. I grant full permission to the Organiser to use any photographs, videotapes, motion pictures, recordings or any other records of this Program (including depictions of myself) for promotional or marketing purposes.
9. I agree:
- (a) that my entry may be rejected up until the start time of the Program at the discretion of the Organiser, even though I have paid the entry fee for the Program.
- (b) that the Program may be postponed and cancelled by the Organiser in its absolute discretion where it considers it necessary or prudent either before or during the holding of a Program.
- (c) to release to the fullest extent permitted by law, each of the Released Persons.
- (d) that this document does not and is not intended to in any way reduce or release any liability the Released Persons may have by virtue of any law (including without limitation the Consumer and Competition Act 2010) which may not be excluded or modified and the provisions of this document are to be read and construed subject to such non-excludable provisions.
- (e) that these conditions will operate separately in favour of all of the Released Persons and all other corporations and bodies involved or otherwise engaged in promoting or staging the Programs and the servants, agents, representatives, volunteers and officers of any of them.
- (f) to raise my fundraising pledge for the following Program where applicable:
- Run 45km – 24 week training program – Raise \$2,500
 - Run 42km – 20 week training program - Raise \$2,000
 - Run 23km – 18 week training program – Raise \$1,750
 - Run 21km – 14 week training program - Raise \$1,250
 - Run 14km – 14 week training program – Raise \$1,250
 - Run 14km/7km Relay – 12 week training program – Raise \$1,250
 - Run 9km/10km or 4km/5km - 10 week training program - Raise \$800
 - Swim 3.8km - 14 week training program - Raise \$2,000
 - Swim 2.7km or 2km or 1km - 12 week training program - Raise \$1,250
 - Triathlon Sprint - Swim 750m, Run 5km, Bike 20km – Raise \$2,250
 - Triathlon Olympic - Swim 1.5k, Run 10km, Bike 40km – Raise \$2,500
 - Run/Swim and Fit – 20 week program – Raise \$500
 - Run/Swim and Fit – 12 week program - Raise \$400
 - Run /Swim and Fit – 10 week program - Raise \$300.
- (g) My fundraising sponsorship account will close 31 days after the Event(s). If I am not able to meet my agreed fundraising commitment by the closing date, then I understand that I will be required to make good my pledge by either direct debit or a credit card.