

National Heart Foundation of Australia
MyMarathon Terms and Conditions

WARNING

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you —

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

By participating in MyMarathon, you will be agreeing that your rights to sue the supplier under the Civil Liability Act in the State or Territory in which you undertake MyMarathon, or any other law, if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this document.

1. I warrant that I have read, considered, reviewed and understood these terms and conditions prior to submitting my application to participate in MyMarathon.
2. I agree that any dispute arising under or in relation to these terms and conditions shall be subject to the laws and courts of the state or Territory in which I participate in MyMarathon.
3. I warrant that I am over 18 and of full capacity or, if I am applying on behalf of a person under 18 and/or not of full capacity, that I am a personal legally entitled to enter into an agreement and/or submit to terms and conditions on behalf of that person (for example a parent, guardian or other person holding an enforceable power of attorney). If I am submitting to these terms and conditions on behalf of somebody else, I agree to these terms and conditions on behalf of that person.
4. I accept all risk, responsibility and liability whatsoever and howsoever arising from or in connection with myself, and my children and/or animals (if any) that accompany me in or in relation to MyMarathon activities.
5. I understand that participating in MyMarathon may involve me undertaking Physical Activity ranging from gentle to very vigorous.
6. In participating in MyMarathon I will undertake only those levels of Physical Activity that I am comfortable with and physically able to manage
7. If participating in MyMarathon will result in a significant increase in my level of Physical Activity, or I have pre-existing medical conditions, I will consult with my health care professional prior to participating in MyMarathon.
8. I accept and take sole responsibility for all risks and liabilities that may arise from my participation in MyMarathon, including the risk of injury or loss of life of myself or any other person, and I release the Heart Foundation and all persons or corporations associated or affiliated directly or indirectly with MyMarathon from any and all claims, liabilities, demands and proceedings arising from or in relation to any loss, damage, claim, action, expense or personal injury which may be sustained by me as a result of or in connection with:
 - a) any neglect, act, omission or failure on the part of the Heart Foundation or its Personnel; or
 - b) my participation in MyMarathon.
9. I indemnify the Heart Foundation and its Personnel (those indemnified) against:
 - a) all losses incurred by those indemnified;
 - b) all liabilities incurred by those indemnified; and

- c) all costs actually payable by those indemnified to their legal representatives (whether or not under a costs agreement) and any other expenses incurred by those indemnified in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out-of-court settlement or appeal), arising as a result of or in connection with my participation in the activities of.

10. I warrant that I will provide true and correct information to the Heart Foundation at all times.

11. I acknowledge that the Heart Foundation reserves the right, in its sole discretion, to exclude or reject me from participating in MyMarathon at any time and without notice, justification or explanation to me.

12. If I no longer consent to be bound by this document as varied from time to time at any time, I will immediately cease my participation in MyMarathon.

In these terms and conditions:

- a. **Heart Foundation** means the National Heart Foundation of Australia (ABN 98 008 419 761);
- b. **MyMarathon** means the Heart Foundation's program to raise funds to help support life-saving research and encourage Physical Activity.
- c. **Participant** means an individual participating (or intending to participate) in MyMarathon;
- d. **Personnel** means servants, agents, volunteers and employees of the Heart Foundation;
- e. **Physical Activity** means walking, running or jogging (or the use of a wheelchair or other mobility aid) on a firm, static surface and excludes walking, running or jogging in water, and other non-traditional modes of ambulation.