

Colour Me Capricorn – Waiver and Release of Liability for Participants

1. I acknowledge that ‘Colour Me Capricorn’ is a test of a person’s physical and mental limits and carries with it the potential for death, serious injury, and property damage. I hereby assume the risks of participating in ‘Colour Me Capricorn’. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the event. I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified health professional. I have no physical or mental condition that would endanger myself or others if I participate in the event or would interfere with my ability to safely participate.
2. I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf. I hereby waive, release and forever discharge RACQ Capricorn Helicopter Rescue Service, all event sponsors, event staff, administrators, contractors, vendors, volunteers, emergency responders, all other persons or entities involved with ‘Colour Me Capricorn’ from all claims or causes of action I or any person under my care may have (including negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by me. I further agree not to hold the organisers responsible for any loss or damage of my personal property/ies during and within the entire event.
3. I acknowledge that there will be traffic near to the course route, and I assume the risks of running and participating in this event. I also assume any and all other risks associated with participating in this event including but not limited to falls, contact and/or crashes with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the roads and trackers, water hazards, complications from paint on clothing and person, and any hazard that may be posed by spectators or volunteers such risks known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of the persons or entities.
4. I agree that in the event of race cancellation due to storm, rain, inclement weather, wind or any other unforeseen conditions my entry is non-refundable. I understand my entry is non-refundable under any circumstance prior to the race.
5. I authorise the use of my name, image, voice, statement, or otherwise relating to my participation in ‘Colour Me Capricorn’ in any form of media, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of any of these.
6. I hereby affirm that I am eighteen (18) years of age or older. I have read this document and understand its contents. For persons under eighteen (18) years of age a parent or legal guardian must sign on behave of the underage participant.

I have carefully read this entry form & agree to abide by all rules and regulations of the event.

Name:

Signature:

Date:

This section is to be read and signed by parent/legal guardian if Participant is a minor (under 18yrs):

I, as the parent or legal guardian who signs the Waiver Agreement on behalf of a minor, I hereby bind myself, the minor and our executors, administrators, heirs, next of kin and successors and hereby have the legal capacity and authority to act for and on the behalf of the minor. I agree to indemnify and hold harmless the persons or entities mentioned for any claims made of liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on the behalf of the minor in the execution of this consent.

Signature of Parent/Legal Guardian:

Date: