

## NATIONAL TOUR WAIVER

ReRunMe.com.au

\_\_\_\_\_ (Applicant)

### 1. Informed Decision

Before signing this Waiver, Applicant acknowledges that ReRunMe.com.au is a business whose primary purpose is to provide sightrunning tour experiences for participants via in-person and audio-guided tours, AND Applicant has read the materials provided by ReRunMe.com.au that describe the Tour, the Applicant's responsibilities while participating in the Tour, and the potential health, safety, and other risks associated with Applicant's participation in the Tour, including but not limited to accidents or illness, disease, poor sanitation, inadequate medical care and facilities, terrorism, Acts of God, accidents, crime, the hazards of travel on foot in public spaces, poor weather conditions and natural disasters.

Applicant has taken the opportunity to ask any questions he or she may have about the Tour, and the responsibilities and risks involved, and has willingly and freely assumed any and all risks associated with this domestic travel Tour in general.

### 2. Responsibility for Preparation

Applicant agrees to attend pre-departure information sessions and other programs or meetings which ReRunMe.com.au may conduct regarding the Tour.

The Applicant warrants ReRunMe.com.au (and ReRunMe.com.au relies on such warranty) their physical condition and health are suitable to participate in the Tour, and they have and will take any necessary medical precautions before embarking on the Tour (and during the Tour if necessary).

ReRunMe.com.au recommends each tour participant purchase adequate and relevant travel insurance. It is the Applicant's responsibility to purchase adequate and relevant travel insurance to cover them for any instance including loss, damage or illness.

### 3. Changes in Tour

The duration, itinerary, or other details of the Tour may be cancelled, curtailed, altered, or modified without prior notice or obligation to Applicant, except that in the event of cancellation, refund shall be made of all monies paid by or on behalf of Applicant to ReRunMe.com.au for participation in the Tour, excluding the non-refundable application fee (on applicable tours).

If the Tour is curtailed, refund shall be made of an appropriate share of such monies paid to ReRunMe.com.au, said sum to be determined by the ReRunMe.com.au in its sole discretion.

Applicant acknowledges that ReRunMe.com.au reserves the right to make changes to the Tour itinerary or activities at any time and for any reason, including but not limited to safety concerns, weather conditions, or unforeseen circumstances. While ReRunMe.com.au will make reasonable efforts to maintain the overall quality and character of the Tour, Applicant agrees that no refund or compensation will be provided for any changes made in good faith and in the best interest of the Tour participants.

#### **4. Compliance with Laws, Regulations & Rules**

Applicant shall abide by all laws of all places visited, including but not limited to laws governing the use of alcohol and drugs. ReRunMe.com.au recommends Applicants avoid the use of alcohol in the 12 hours before the Tour. If Applicant chooses to consume alcohol prior to the Tour, Applicant does so at his or her sole risk.

Applicant agrees to comply with all rules, regulations, and standards of conduct, including but not limited to violations of any code of Tour conduct fixed by ReRunMe.com.au, its agents, and employees who, in the event of violation, reserve the right to limit or terminate Applicant's participation in the Tour.

Applicant understands and agrees that any violation of the Tour's rules, regulations, or standards of conduct may result in immediate termination of their participation in the Tour, without refund or compensation. In such cases, Applicant shall be solely responsible for all costs associated with their early departure. ReRunMe.com.au reserves the right to ban Applicant from participating in future tours organised by ReRunMe.com in the event of serious or repeated violations.

#### **5. Release of Claims**

Applicant, individually, and on behalf of its heirs, successors, assigns and personal representatives, hereby indemnifies and releases fully and finally from any and all liability, claims, loss, suits, demands and damages, brought by the Applicant (or and including by any third party as a consequence of any act or omission of the Applicant) and covenants not to sue or cause to be sued in any judicial or administrative forum, or otherwise, ReRunMe.com.au and its officers, agents, and employees with respect to any and all matters relating to or arising from Applicant's conduct (including acts and omissions) and participation in the Tour.

It is understood and agreed that ReRunMe.com.au shall in no way be deemed responsible for the operation, in-operation, or management of any means of public or emergency transportation, or facilities used by the Tour or any Tour participant, and the Applicant's participation on any tour or transportation or event or activity will be solely at their own risk.

Further, should the Applicant engage in any activities which involve a risk to person or property (including but not limited to walking and running in public spaces and crossing public roads, and any activity while intoxicated or under the influence of any substance), they do so at their own risk and agree ReRunMe.com.au shall in no way be liable for the Applicant's actions, safety, loss and damage.

Applicant agrees that ReRunMe.com.au shall not be liable for any loss, damage, injury, or death arising from or related to any force majeure events, including but not limited to natural disasters, acts of terrorism, civil unrest, or any other circumstances beyond the reasonable control of ReRunMe.com.au. This limitation of liability shall apply to the fullest extent permitted by law, and Applicant waives any right to bring a claim against for such events.

## **6. Health**

The Applicant warrants that he/she is responsible for educating and informing him/herself and discussing with his/her health care provider level of aerobic and land-based fitness, diseases, illnesses, and other health concerns that may present while Applicant participates in the Tour.

Applicant assumes all risk and responsibility for his/her medical needs while a participant in the Tour, and acknowledges that ReRunMe.com.au is not responsible for the provision and quality of medical treatment or hospital care received while such a participant. Applicant assumes a willingness to accept first aid care and CPR from at-hand members of the tour or public should the Applicant require immediate help.

In the event of a medical emergency, Applicant authorises ReRunMe.com.au to contact of facilitate the contact of emergency services help deemed in good faith to be necessary for the Applicant's health and safety.

Applicant assumes full financial responsibility for, and releases ReRunMe.com.au from any and all liabilities resulting from the good faith exercise of this authority.

Applicant acknowledges that they have disclosed all known neurological, cardio-respiratory and musculoskeletal medical conditions to ReRunMe.com.au prior to the commencement of the Tour. Applicant understands that failure to disclose such information may result in inadequate medical care in the event of an emergency and agrees that shall not be held liable for any adverse outcomes resulting from undisclosed medical conditions.

## **7. Modification**

This Waiver shall not be modified except by another agreement in writing signed by the Applicant.

## **8. Governing Law**

The terms of this Waiver shall be governed by the laws of Queensland.

## 9. Severance

In the event that any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the validity or unenforceability shall not affect the validity or enforceability of the provision to the other persons or circumstances, and the provisions shall remain in full force and effect.

## 10. Agreement

The Applicant acknowledges that prior to signing this Waiver, or purchasing a Tour ticket requiring agreement this waiver, he or she has read this Waiver, has had the opportunity to seek legal advice about the agreements effect prior to signing / agreement, has full understanding of its terms and conditions, and voluntarily accepts its terms and conditions and executes it with the understanding that ReRunMe.com.au shall rely on the statements and warranties herein contained.

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Signature of Parent/Guardian

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Name of Participant (underage)

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Name of Parent/Guardian

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Date