

# **RUNNING THE CUTTER 2009**

## **TEAM NOMINATION & ENTRY FORM**



**NOMINATION FEE \$30 PER TEAM OPEN TEAM  
\$15 PER TEAM JUNIOR TEAM**

**TEAM NAME:** \_\_\_\_\_

**All runners must read and sign the conditions of entry before participating in this event. Failure to do so will result in disqualification.**

<b>NAME &amp; Address</b>	<b>Date of Birth</b>	<b>Signature</b>

**Please read these rules carefully before signing as Failure to comply with these rules will result in disqualification of the Team.**

1. We understand we enter this race at our own risk.
2. Upon entering the race we understand that the conditions imposed are to be strictly adhered to. Entry fee is \$30 per team (open)
3. We understand that proof of age may be required to be presented.

**Conditions/Rules – Please read Carefully.**

- All Runners to assemble at running of Cutter Statue at 2.30 promptly
- All runners must follow the directions of Cutter officials
- All Runners must follow instructions of Traffic controllers
- All Runners must carry a billy

.....  
Signature of Participant

**Spillage must be minimal from the drinker; excessive spillage will result in immediate disqualification.**

There is to be no jostling of other runners.

**Race Route**

The race will start and finish at the "Cutter" Statue

Runners must assemble at the statue at 2.30 to hear rules and conditions of entry.

Team members will be transported to each hotel.

From the statue the runners will cross the highway at the former Commonwealth Bank corner and proceed along this side to the Golden Nugget Hotel.

The runner leaving the Golden Nugget will follow the same route and run up the middle of the school side of Morgan Street to the Leichhardt Hotel.

The Runner leaving the Leichhardt will travel down the road on the school side of Morgan Street to the Grand Hotel, Using designated crossing.

The runner leaving the Grand Hotel will run along the Grand Hotel side of Central and James Street to the Railway hotel.

The Runner leaving the Railway Hotel will return along the same route will cross over at the High School intersection and run along the footpath to the Running of the Cutter Statue in Morgan Street.

The Drinker must drink a 700 m l bottle of beer from a bill prior to winners being declared. With minimal spillage, the judges decision will final with regard to acceptable spillage.

**PARTICIPANT'S ACKNOWLEDGEMENT OF RISK FORM  
INCLUDING WAIVER, RELEASE & INDEMNITY**

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

The Participant: .....

Address of the Participant: .....

Telephone No. of the Participant:.....

The Business: *Golden Mount Festival Association Mt Morgan INC.*

.....

.....

The Activity : Golden Mount Festival Running of the Cutter

.....  
Signature of Participant

The Risks of the Activity : *Trips, falls, injury, cuts, abrasions, collison with runners or vehicles.*

Medical Disclosure: *(fully set out the participant's medical or other conditions that may be relevant to the performance of the Activity)*

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**ACKNOWLEDGEMENT**

1. I acknowledge that:

- (a) I am the participant.
- (b) I am being supplied with a recreational service by the Business.
- (c) The Activity is a recreational activity which involves a risk of physical harm.
- (d) I may be injured in performing the Activity.
- (e) My personal property may be lost, damaged or destroyed in performing the Activity.
- (f) Other people may cause me injury or may damage my property in the course of performing the Activity.
- (g) I may cause injury to other persons or damage their property in performing the Activity.
- (h) The natural conditions in which the Activity is conducted may vary without warning.
- (i) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
- (k) The Business relies on the information provided by me and I state that all such information is accurate and complete.
- (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- (m) This documents records the entire agreement between the Business and I in relation to the Activity and my participation in it.
- (n) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
  - (i) participate in the Activity; and
  - (ii) sign this document.

**RISK WARNING**

1. I acknowledge that I have been warned of the Risks of the Activity.

.....  
Signature of Participant

2. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1.
- 3A. The Business has placed signs around the site on which the Activity is to be performed warning of the risk of injury. I have read the signs and understand the warnings provided. [*Optional*].
- 3B. The Business has provided me with oral warnings of the Risks the Activity and the risks of physical harm in participating in the Activity. [*Optional*].

## **ASSUMPTION OF RISK**

1. Notwithstanding the risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity at my own risk.

## **WAIVER, RELEASE AND INDEMNITY**

1. I agree that the provisions of Section 74 of the *Trade Practices Act 1974* (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
2. I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
3. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

## **MISCELLANEOUS**

1. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business. I may be injured or injure someone else. Further I understand that I will not be permitted to continue the Activity and no refund will be given.
2. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
3. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

**I ACKNOWLEDGE THAT I HAVE READ THIS FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.**

.....  
Signature of participant ..... Date

.....  
Witness name .....  
Witness' signature

.....  
Witness' address ..... Date

**Declaration for minors**

If you are under the age of 18 on the race day and wish to compete, your parent or guardian must sign this declaration:  
I certify that I am the parent/guardian of \_\_\_\_\_  
who will be \_\_\_\_\_ years of age on the day of the event and that he/she has trained for and has my consent to compete in the Running the Cutter Event at the Mount Morgan Golden Mount Festival. I testify that I have read the above and acknowledge acceptance of the stated conditions on behalf of the minor specified above.

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

**Privacy Declaration**

Personal information collected on this entry form will be used for administration purposes to communicate with and identify participants and record results. It will not be divulged to a third party expect for publishing results. Failure to provide correct details may result in you not being recorded correctly in event results.