**NOMINATION FEE $60 PER TEAM - SENIORS TEAM (18 and older)**

**PRIZE: 1st; $1800 + Trophy 2nd - $900.00**

**All forms are to be submitted fully signed and paid for by 1.30 p.m. No late entries will be accepted.**

TEAM NAME:

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Address** | **DOB** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |

## 1

**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 $60 per team (SENIORS)**
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 3.00 p.m. promptly.**
* **All runners must follow the directions of Cutter officials.**
* **All Runners must follow instructions of Traffic controllers.**
* **All Runners must carry a billy.**
* **Runners can only run ONE leg of the race.**
* **Spillage is to be kept to a minimum.**
* **There is to be no jostling of other runners.**

**ANY BREACH OF THESE RULES WILL RESULT IN IMMEDIATE DISQUALFICATION**

**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 Golden Mount Festival Association, Mount Morgan Incorporated.

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

Medical Disclosure: *I do not have any medical conditions that will be exacerbated by my participation in this activity.*

## 2

**Race Route**

* **The race will start and finish at the “Cutter” Statue. All team members must be present at the Cutter Statue at the completion of the race.**
* **Runners must assemble at the statue at 3.00 p.m. to hear rules and conditions of entry. Team members will be transported to each hotel. (Except runners for the Grand and Leichhardt). ALL runners must start and finish at their designated points as follows.**
* **RUNNER 1 will leave from the statue and cross the highway at the former Commonwealth Bank corner and proceed along the footpath to the Golden Nugget Hotel.**
* **RUNNER 2 will be leaving the Golden Nugget and will follow the same route and run up the footpath on the school side of Morgan Street to the Leichhardt Hotel.**
* **RUNNER 3 will be leaving the Leichhardt and will travel down the footpath on the school side of Morgan Street to the Grand Hotel, using designated crossing.**
* **RUNNER 4 will leave the Grand Hotel and run along the Grand Hotel side of Central and James Street footpath to the Railway hotel.**
* **RUNNER 5 will leave the Railway Hotel and return along the same route and will cross over at the High School intersection and run along the footpath adjacent to the IGA to the Running of the Cutter Statue in Morgan Street.**
* **RUNNER 6 (The Drinker) must drink a 700ml bottle of beer/non-alcoholic beer from a billy prior to winners being declared. With minimal spillage, the judges’ decision will be final regarding acceptable spillage**

# ACKNOWLEDGEMENT

1. I acknowledge that:
   1. I am the participant.
   2. I am being supplied with a recreational service by the Golden Mount Festival Association, Mount Morgan Incorporated.
   3. The activity is a recreational activity which involves a risk of physical harm.
   4. I may be injured in performing the activity.
   5. My personal property may be lost, damaged or destroyed in performing the activity.
   6. Other people may cause me injury or may damage my property in the course of performing the activity.
   7. I may cause injury to other persons or damage their property in performing the activity.
   8. The natural conditions in which the activity is conducted may vary without warning.
   9. My participation in the Activity is voluntary and I have not been required by the Golden Mount Festival Association, Mount Morgan Incorporated, to engage in the activity.
   10. 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.
   11. The Golden Mount Festival Association, Mount Morgan Incorporated, relies on the information provided by me and I state that all such information is accurate and complete.
   12. 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.
   13. This document records the entire agreement between the Golden Mount Festival Association, Mount Morgan Incorporated, and I in relation to the activity and my participation in it.
   14. I have not relied upon any advice, representations or inducements by or on behalf of the Golden Mount Festival Association, Mount Morgan Incorporated, in deciding to:

participate in the activity; and sign this document.

# RISK WARNING

1. I acknowledge that I have been warned of the Risks of the activity.
2. I acknowledge that the activity may also involve other risks not noted in Risks of activity on page 2.
3. The Golden Mount Festival Association, Mount Morgan Incorporated, 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.
4. The Golden Mount Festival Association, Mount Morgan Incorporated, has provided me with oral warnings of the Risks the activity and the risks of physical harm in participating in the activity.

# 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 Golden Mount Festival Association, Mount Morgan Incorporated, 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 Golden Mount Festival Association, Mount Morgan Incorporated, its servants, employees or agents.
3. I agree to indemnify and hold harmless the Golden Mount Festival Association, Mount Morgan Incorporated, 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 Golden Mount Festival Association, Mount Morgan Incorporated, its servants, employees or agents.

# MISCELLANEOUS

1. I agree to comply with all rules and directions made or given by the Golden Mount Festival Association, Mount Morgan Incorporated, in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Golden Mount Festival Association, Mount Morgan Incorporated, 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 Golden Mount Festival Association, Mount Morgan Incorporated, before I leave the site on which the activity is performed.
3. I agree that if I suffer any injury or illness,
4. I agree that the Golden Mount Festival Association, Mount Morgan Incorporated, 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.**

**IMAGE - CONSENT FORM:**

We (team name) give permission to the Golden Mount Festival Association, Mount Morgan Incorporated to use our: name and images

in publications and advertisements produced by or for the Golden Mount Festival Association, Mount Morgan Incorporated.

We understand that these publications will also be placed on websites by or for the Golden Mount Festival Association, Mount Morgan Incorporated for public relations and advertising purposes.

We also give permission for the Golden Mount Festival Association, Mount Morgan Incorporated to use the above information relating to us in any **future** publications and websites produced by or for the Golden Mount Festival Association, Mount Morgan Incorporated for public relations and advertising purposes.

We understand that:

* The publication **may** appear on the Internet.
* The publication **may** appear in print, electronic, or video media.
* The publication **may enable readers to identify me**. **Important – please note:**

We understand that if our personal information (name or image) is published on the Internet then it will be accessible to users

from all over the world.

Our information can also be searched for using an identifier such as our name and may be copied and used by any other person using the Internet.

Most importantly, we understand that once our personal information has been published on the Internet, the Golden Mount Festival Association, Mount Morgan Incorporated. has no control over its subsequent use and disclosure.

### Signature of Participant 1 Date

Emergency Contact Name and Number

### Signature of Participant 2 Date

Emergency Contact Name and Number

### Signature of Participant 3 Date

Emergency Contact Name and Number

### Signature of Participant 4 Date

Emergency Contact Name and Number

### Signature of Participant 5 Date

Emergency Contact Name and Number

### Signature of Participant 6 Date

Emergency Contact Name and Number

**Completed Nomination Forms to be forwarded to:**

Attention: Secretary

Golden Mount Festival Association Mount Morgan Incorporated PO Box 152

Mount Morgan QLD 4714

Email: [goldenmountfestival@gmail.com](mailto:goldenmountfestival@gmail.com)

Or alternatively can be handed to the Golden Mount Festival Association information tent on the day of the activity.

Payments:

**Direct credit:**

Bank: Commonwealth Bank BSB: 064 709

Account number: 10820426 Reference: Your Name/Team Name

***Please email/post a copy of the transaction record with your application.***

**Cheques/Money Order:** Make payment to: Golden Mount Festival Association Mount Morgan Incorporated.

**Cash payment:**

Can be made on the day when submitting entry form to the Golden Mount Festival Association info tent.

Enquires should be directed to:

Gavin Finch – 0409 063 754

[goldenmountfestival@gmail.com](mailto:goldenmountfestival@gmail.com)