

2022 NIKE MELBOURNE MARATHON FESTIVAL TRAINING SESSIONS

TERMS & CONDITIONS

In consideration of and as a condition of acceptance of entry in the 2022 NIKE MELBOURNE MARATHON TRAINING CLUB (the “**Training Club**”) I acknowledge and agree with the following:

1. A legally binding agreement between the Training Club organisers, International Management Group of America Pty Limited (“IMG”) and the intending participant (“I/me”) will be deemed to have commenced on acceptance in writing by IMG of my application to participate in the Training Club.
2. I hereby represent that: (a) I am (and, at the time of the Training Club, will be) in good health and in proper physical and mental condition to participate in the Training Club; (b) I am not (and, at the time of the Training Club, will not be) under the influence of a banned substance(s), alcohol or any prescription drugs that would in any way impair my ability to safely participate in the Training Club. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough (including mentally healthy enough) to safely participate in the Training Club and to seek any and all required medical advice, recommendations, and clearances prior to arriving at and participating in the Training Club, if and as applicable.
3. I hereby represent that I will immediately inform the Training Club Organizers and take any and all precautions set forth or recommended by the Training Club Organizers, applicable laws, rules, regulations, policies, regulatory authorities and/or medical professionals if, at any time during the fourteen (14) days leading up to the Training Club, and/or at any time during, or after the Training Club, I (i) receive a test result indicating that I am a carrier of COVID-19 or any mutations and/or derivatives thereof or any infections or illnesses related thereto or resulting therefrom (collectively, “COVID-19), (ii) begin to experience any symptoms of COVID-19 including, without limitation, shortness of breath, chest pain, loss of taste and/or smell, coughing, fever or chills, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, and tiredness (collectively, the “Symptoms”), or (iii) knowingly come in contact with anyone who has (or who I have any reason to believe may have) tested positive for COVID-19 and/or experienced or is experiencing any symptoms of COVID-19 including, without limitation, the Symptoms.
4. I understand that participation in the Training Club (including, without limitation, transportation to and from the Training Club venue) involves risks and dangers which include, without limitation, the potential for minor and/or serious bodily injury, permanent disability, paralysis and death or mental trauma; loss or damage of property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles (including drones or unmanned air vehicles) or other natural or manmade objects; dangers arising from adverse weather conditions (e.g., wind, rain, heat, sun exposures, etc.); imperfect course conditions; natural and manmade water, road and surface hazards; animals, living creatures and other organisms; equipment failure; inadequate safety measures; participants of varying skill levels; medical or emergency aid (or lack thereof); situations and circumstances beyond the immediate control of IMG; the inherent risk of contracting illness(es) including, without limitation, COVID-19 which may exist anywhere people gather and are present, including the Training Club, becoming a carrier of COVID-19, and/or experiencing any resulting harm(s) including, without limitation, the Symptoms, death, fever, weight loss, irreversible pulmonary respiratory and/or neurological system damage, mental or emotional distress, temporary or permanent disability, loss of income, loss of employment, loss of financial or other opportunities, medical expenses (which may or may not be covered by insurance), cleaning expenses, mandatory self-quarantine, loss of licenses and similar approvals by any regulatory or self-regulatory body to which the Participant or any of the Releasing Parties (as defined below) is subject, investigation and/or prosecution by civil, criminal or other regulatory authorities and other harms and lost opportunities, whether economic, reputational or otherwise (collectively, the “Harms”); other undefined harm or damage which may not be readily foreseeable; and any other presently unknown risks and dangers (collectively, “Risks”). **I UNDERSTAND THAT THESE RISKS MAY BE CAUSED IN WHOLE OR IN PART BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR**

INACTIONS OF OTHERS PARTICIPATING IN THE TRAINING CLUB, AND/OR THE ACTS, INACTION OR NEGLIGENCE OF THE RELEASED PARTIES (DEFINED BELOW), AND I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSE WHICH I INCUR AS A RESULT OF OR IN CONNECTION WITH MY ENTRY INTO AND PARTICIPATION IN THE TRAINING CLUB.

If I observe any Risks during my presence at, participation in, and/or attendance of, the Training Club or any portion thereof, I will immediately notify the nearest official and/or personnel of an Training Club Organizer and use best efforts to remove myself from exposure to the same (to the extent possible given the nature and scope of the Training Club and each portion thereof). Individually and collectively, the "Released Parties" are: IMG, race directors, emergency aid or medical personnel, sponsors, licensors, vendors, suppliers, contractors, and advertisers; local organizing committees, volunteers; the venues and property (and rights) owners on which the Training Club takes place; public entities providing support for the Training Club; and each of their respective parents, subsidiaries and affiliated and/or associated companies, officers, directors, partners, shareholders, members, managers, representatives, agents, contractors, and employees.

- 5. I RELEASE IMG AND THE RELEASED PARTIES FROM ANY LIABILITY (TO THE EXTENT PERMITTED BY LAW) FOR ANY LOSS, INJURY, DAMAGE OF ANY DESCRIPTION WHATSOEVER SUFFERED IN RELATION TO MY ATTENDANCE AND PARTICIPATION AT THE TRAINING CLUB, HOWEVER SO CAUSED, AND I INDEMNIFY THEM AGAINST ALL LIABILITY ARISING AS A RESULT OF OR IN CONNECTION WITH MY ATTENDANCE AND PARTICIPATION IN THE TRAINING CLUB INCLUDING ANY LOSS OF PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, THE RISKS (INCLUDING THOSE PERTAINING TO COVID-19 AND/OR ANY RESULTING HARM(S)).**
6. I consent to receive such medical aid or treatment that may be deemed advisable by IMG in the event of my injury, accident and/or illness during the Training Club. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by me as a result of my participation in the Training Club.
7. I have sufficiently trained for the Training Club and to the best of my knowledge, I am not suffering from a condition, illness, injury or other physical disability or impairment that may prevent and/or render me unfit to participate in the Training Club. I understand that IMG may refuse to allow me to participate or continue participating in the Training Club if in the reasonable opinion of IMG it is necessary for my safety or the safety of others.
8. I understand that IMG reserves the right to refuse my application to participate in the Training Club at any time for capacity/field limit, safety, insurance or any other reason.
9. I consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting my personal property) being conducted on me prior to my entry into and departure from any official Training Club sites.
10. I acknowledge that I am responsible for all property I bring to the Training Club and understand that IMG does not accept responsibility for any loss or damage to this property.
11. I grant IMG and the sponsors, contractors and suppliers engaged by IMG in connection with the Training Club a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Training Club. I acknowledge that IMG and/or Training Club sponsor(s) may use my image, name, pictures and sports performances in advertising materials and/or for the purpose of promoting IMG, the Training Club, and/or sponsor's brand, products or services and/or its association with the Training Club.
12. IMG is part of the Endeavor group of companies. I acknowledge that information collated on the entry form submitted by me and relating to me may be shared with other IMG companies (potentially overseas companies in the USA, Europe and Asia), database managers and other organisers of the Training Club. I understand that my personal information is being collected by

IMG in compliance with the regulations set out in the Privacy Act 1988, as amended ("Privacy Act"), and the Australian Privacy Principles for the purpose of conducting and facilitating my participation in the Training Club. I understand that if I choose not to share certain personal information that my application may be rejected in IMG's discretion. I understand that if I wish, I am able to access, change and update information IMG has about me at any time by contacting IMG, subject to the terms of the Privacy Act. I understand that IMG will endeavour to respond to my request within 30 days, that IMG may be contacted during normal working hours on (02) 9285 8000 and that IMG is happy to send to me a full copy of the Privacy Policy (linked here: <https://melbournemarathon.com.au/privacy-policy/>) should I require more information. I acknowledge that the Privacy Policy also contains information about how I may complain about how my personal information is handled, used and disclosed. I agree to the sharing of my personal information with IMG and its insurers in relation to any incident or personal illness that has reasonable and direct relation to the Training Club. Personal information will be treated in accordance with the preference I indicate in the 'privacy statement' section of the entry process.

13. I understand that these terms and conditions shall be construed according to the laws of the State of Victoria, Australia.
14. I certify that I am 18 years or older or that I am the parent/legal guardian of a Participant who is under the age of 18 years, and I have read this document and fully understand it. Where I am a parent or legal guardian of a Participant, I agree to these terms and conditions for and on behalf of the Participant.
15. I acknowledge that these terms and conditions may change from time to time at the discretion of IMG.