



## **Mighty Guts Walkathon 2025 - Participant Terms & Conditions**

1. I warrant that I have read, understood, and agreed to these Terms and Conditions and all information provided on the registration form prior to submitting my application to participate in the **Mighty Guts Walkathon** coordinated by **Canberra Hospital Foundation LIMITED ACN 634 785 345 (CHF)**.
2. I agree that any dispute arising under or in relation to these Terms and Conditions shall be subject to the laws and courts of the **Australian Capital Territory**.
3. I warrant that I am over 18 years of age and of full legal capacity or, if I am registering on behalf of a person under 18 and/or not of full legal capacity, that I am legally authorised to do so (for example, a parent, guardian, or holder of a suitable power of attorney). If I am signing on behalf of another person, I agree to these Terms and Conditions on their behalf.
4. I accept all risk, responsibility and liability arising from or in connection with any children and/or pets (if permitted) that accompany me during the event.
5. While participating in the Mighty Guts Walkathon, I agree to comply with all instructions provided by any event organiser or authorised representative of CHF.
6. I understand that the Mighty Guts Walkathon includes physical activity that may range from light to moderate intensity. I warrant that I am physically capable of participating and acknowledge that I do so at my own risk.
7. I accept full responsibility for all risks and liabilities arising from my participation in the event, including risk of injury, illness, or death, and I release CHF and its employees, agents, volunteers, and affiliates (collectively, "CHF Associates") from any and all claims or liabilities in connection with:
  - a) any act, omission, negligence, or failure on the part of CHF or CHF Associates; or
  - b) my participation in the Mighty Guts Walkathon.
8. I indemnify CHF and CHF Associates (collectively, "Those Indemnified") against:
  - a) any and all losses suffered by Those Indemnified;



b) all liabilities incurred by Those Indemnified; and  
c) all legal and associated costs incurred in connection with any claim or proceeding arising from or in connection with my participation in the event.

9. I warrant that all information provided during registration is true and correct and will promptly notify CHF of any changes to my details.
10. I consent to the publication or use in any media format of my name, likeness, photographs, and event participation details for promotional, reporting, or fundraising purposes by CHF.
11. I acknowledge that CHF reserves the right to deny, restrict, or remove my participation in the Mighty Guts Walkathon at its sole discretion and without notice.
12. CHF may update these Terms and Conditions at any time. The current version will be made available on the CHF website, and reasonable efforts will be made to notify participants of material changes.
13. If I do not consent to be bound by the most current version of these Terms and Conditions, I must withdraw from participation in the Mighty Guts Walkathon.
14. I acknowledge that all registration fees for the Mighty Guts Walkathon are **non-refundable**. This includes, but is not limited to, participant cancellations due to change of mind, injury or scheduling conflicts. In the case that the event is postponed due to poor weather, participants will be eligible to attend the new date.

#### **Definitions:**

- **Canberra Hospital Foundation (CHF):** The organiser of the Mighty Guts Walkathon.
- **CHF Associates:** All individuals and organisations affiliated directly or indirectly with CHF.
- **Participant:** Any individual taking part in the Mighty Guts Walkathon.
- **Event:** The Mighty Guts Walkathon held on Sunday, 18 May 2025.



- **Event Organiser:** A person or representative appointed by CHF to manage and coordinate the event.

### **Australian Consumer Law**

*Under the Australian Consumer Law, statutory guarantees apply to certain services. These guarantees require services to be:*

- *Provided with due care and skill;*
- *Fit for the purpose that the participant made known; and*
- *Able to achieve the result made known to the supplier.*

*By participating in the Mighty Guts Walkathon, you acknowledge that your rights to sue the supplier under the **Civil Law (Wrongs) Act** or any other law for death or injury due to the services not meeting these guarantees may be excluded, modified, or limited as set out in this document.*