

2024 COASTAL ASCENT PARTICIPANT AGREEMENT

I acknowledge that: I participate in the Coastal Ascent (Event) at my own risk. I will take all reasonable measures to protect myself from the risks of participation. I accept all responsibility for travel and personal medical insurance, and for payment and/or reimbursement of medical/surgical expenses incurred as a result of my participation in the Event.

I am responsible for all property I bring to the Event sites and acknowledge that Pont3 Pty Ltd (Pont 3), the Event Owner (which at all times where referenced in this agreement includes their directors, officers, employees, volunteers, contractors, sponsors and / or agents), accepts no responsibility for any loss or damage to this property.

I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to my entry to and / or departure from any Event sites.

I will abide by the Event rules and timelines, as varied from time to time and will abide by directions given by Event officials and accept that the Event Organiser has discretion to accept or decline an entry on whatever grounds at its discretion.

I undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti-Doping Authority, Sports Integrity Australia (SIA), in relation to the Event and will comply with all reasonable directions and decisions of the officials, and other representatives of SIA and the Coastal Ascent staff and officials.

I release Pont3 (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents) from any claim and from any liability (to the extent permitted by law) for or as a result of any loss, injury or damage suffered by me in relation to my attendance and participation at the Event, however so caused, including any claim or liability which arises due to any negligence of Pont3. Pont3 are not liable for any indirect or consequential losses arising from a change to the Event.

I understand and acknowledge that participating in the Event is a dangerous activity. The event involves running on many different surfaces including (but not limited to), sealed roads, dirt roads, fire trails, rock platforms, steep embankments, and single track often in isolated and remote locations. I am aware of the hazards involved and acknowledge that there is always risk of injury (that could include permanent injury, physical injury, mental injury, paralysis and / or death) and damage to my property.

To the best of my knowledge, I am not suffering from a condition which would prevent and / or render me unfit to participate in the Event. I grant Pont3 and their designees, including any appointed Event Medical Director, permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the releasees access to my medical records and physicians, as well as other information, relating to medical care that may be administered to me at any such medical facility as a result of my participation in the Event.

I consent to the publication and / or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, including the publication of my name and / or event result and applicable age bracket in / or marketing materials/website without payment or compensation.

I understand all entries are processed via Pont3 and are non-transferable and non-refundable for non-starters and non-finishers. Entry fees are refundable before 5 May 2024, although 25% of the entry fee will be retained to cover administration. Fees will be processed by Pont3 Pty Ltd and an item will appear on your statement showing funds being debited as a variation of Coastal Ascent Trail R or Race Roster 8559695515.

Any participant who changes into another race of greater value will be required to pay an additional fee for the difference between the entry fee originally paid and the current cost of participating in the alternative race plus a \$15.00 admin fee.

I understand there is a \$15.00 admin fee for any event changes, and race fee difference is payable. No refunds will be provided for the difference in race fees if requested after 11:59PM 31 May 2024. All race changes must be requested by 11:59PM 31 May 2024.

I understand I am able to transfer my entry online to another person up until 11:59pm 31 May 2024 if I am no longer able to participate. It will be my responsibility to find the person to transfer my entry to and arrange the race transfer via email. I accept that there is a fee of \$25.00 to transfer my entry which is payable at the time of the transfer. The person who is taking my entry will be required to pay a \$25.00 transfer fee to complete their new entry. Race organisers take no responsibility for name transfers and no claim can be made against event organisers for failed transfers.

I understand that race transfers are only valid for the same year that the original entry was purchased. Standard withdrawal and race change policy applies to transferred entries.

I accept that the event will be subject to the current NSW Health guidelines which I agree to abide by. If the Event is cancelled for safety concerns or otherwise as a result of something beyond the reasonable control of RunLab including and without limitation strong winds, heavy rain, excessive atmospheric pollution, lightening and accidents, or any other Act of God, I accept that my entry fee and / or any other cost incurred in order to participate and / or get to the Event will be non-refundable. In addition, I acknowledge I will have no claim against Pont3 or its contactors for any loss or damage I may suffer as a result of such cancellation.

I certify that I am 18 years or older, or that I am the parent / legal guardian of the Participant who is under the age of 18 years, and I have read this document and fully understand it. As a parent or legal guardian, I agree to this Participant Agreement for and on behalf of the Participant.

Privacy Declaration: Pont3 collects, uses, and discloses personal information for the purposes of conducting and administrating the Event and other related activities, including for identifying participants, recording results and communicating with you, and for providing you with participant services or promotional material. Pont3 collects, uses, and discloses personal information in accordance with Pont3's Privacy Policy.

The Pont3 privacy policy contains information about how to access and correct personal information held by Pont3 or how to make a complaint about the handling of personal information. Applications or services may be rejected if requested information is not provided. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from Pont3 or third parties. Contact information for Pont3 and a copy of our privacy policy is available at www.coastalascend.com.au.

Promo code: To validate your promo code, enter the code in the Promo box on checkout page. If your code is accepted, your registration fee will be reduced accordingly. Promo codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity

period. Promo codes are not able to be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by the code owner. No refunds will be issued if you submit payment and fail to enter your code during the registration process. Pont3 & RunLab reserves the right to modify, suspend and/or cancel any voucher code at any time without notice to Participants.

I have read this participant agreement, and I fully understand its terms and conditions and understand that I am giving up substantial rights, including my right to bring actions against Pont3 (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents). I acknowledge that I am signing the participant agreement freely and voluntarily, and that I intend by my signature to completely and unconditionally release the releasees to the fullest extent allowed by law.

I expressly agree that this participant agreement is intended to be as broad and inclusive as permitted by the laws of New South Wales and that this waiver shall be governed by and interpreted by the laws of New South Wales. I agree that in the event that any clause or provision of this waiver/release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this participant agreement, which shall continue to remain in full force and effect.