

admin@thegameco.com.au with the new participant's name and contact details.

4.2 Cancellation by you

- (a) If you purchased a discounted or reduced rate ticket to the Event, your ticket is non-refundable but may be transferred in accordance with clause 4.1.
- (b) If you cancel your full-priced ticket to the Event more than 5 days before the Event Date, then you will be entitled to a refund of 50% of the Fee.
- (c) If you cancel your full-priced ticket to the Event less than 5 days before the Event Date, then the Fee is non-refundable.
- (d) All cancellations must be in writing to admin@thegameco.com.au

4.3 Cancellation by us

- (a) If we cancel or postpone the Event, then you may elect to either credit the Fees towards another The Game Co event or receive a full refund of the Fees.
- (b) The Game Co has sole and absolute discretion to refuse your entry to the Event for any reason provided The Game Co issues you a full refund.

5. Participant obligations

You must:

- (a) comply with the The Game Co's directions, rules and health and safety requirements;
- (b) respect other participants and The Game Co staff including not causing offence or injury to those people or causing damage to their property;
- (c) wear suitable fitness clothing when attending Events; and
- (d) cease Event participation in the event of injury.

6. Photography and media

- (a) You acknowledge and agree that you may be photographed or videotaped during the Event.
- (b) Subject to clause 6(c), you (or, if applicable, the Participant's parent or guardian) hereby consent to the use of such photographs and/or videos without compensation on The Game Co's website, social media pages and in any promotional or advertising material produced and or published by The Game Co both online and in print.
- (c) If you do not consent to the use of your image, photographs and/or videos in accordance with clause 6(b), then you must notify us in writing to admin@thegameco.com.au at least 2 days before the Event Date.

7. Liability

7.1 Limitation of liability

- (a) Subject to clause 7.2, we will not be liable to you under or in connection with these Terms for any incidental, special, remote or unforeseeable loss or damage arising from negligence or breach of contract.
- (b) If we are found to be liable to you, then our liability will not exceed the Fee paid by you to attend the Event.

7.2 No limitation

Nothing in these Terms operates to limit or exclude:

- (a) liability that cannot be limited or excluded by law; and
- (b) our liability resulting from its fraudulent, reckless or unlawful act or omission.

Signed by the Participant (or the Participant's parent or guardian if the Participant is a minor):)
)
)

7.3 Indemnity

You indemnify us and our representatives, against all claims and losses incurred by any indemnified person arising out of or in connection with:

- (a) any death of, or injury to, any person and any loss to the real or personal property of any person, caused by your act or omission; or
- (b) any breach of these Terms.

8. Release and assumption of risk

- (a) You acknowledge there are risks involved in all aspects of athletic activities and physical training, including:
 - (i) falls, which can result in serious injury or fatality;
 - (ii) injury or fatality due to negligence by you, us or third parties;
 - (iii) injury or fatality due to improper use or failure of equipment; and
 - (iv) strains and sprains,and such risks may result in serious injury or fatality to you.
- (b) You acknowledge that the Event may involve strenuous exercises and other high exertion activities and you are not obligated to perform nor participate in any activity in which you do not wish to participate.
- (c) If you feel light-headed, faint, dizzy, nauseated, or experiences pain or discomfort, you must immediately stop participating in the Event and notify us.
- (d) You assume full responsibility for the risks that you are exposing yourself to and accept full responsibility for any injury or death that may result from attending the Event.
- (e) You warrant:
 - (i) you have no physical impairments, injuries or illnesses that will endanger you, us or other Event attendees;
 - (ii) are not aware of any medical or physical condition that would prevent you from attending and participating in the Event;
 - (iii) you have disclosed all injuries and illnesses, whether current or historical; and
 - (iv) all information referred to in this clause 8(e) or otherwise provided to us is true and accurate to your best knowledge.
- (f) You, your heirs, executors, administrators or assigns, releases, waives and indemnifies us and our representatives and related bodies corporate against any claim arising from, but not limited to, attending and participating the Event and use of the facilities or equipment.

9. General

9.1 Governing law and jurisdiction

These Terms are governed by the laws in force in Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

9.2 Severability

If any provision is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid, without affecting the validity or enforceability of the remaining provisions of these Terms.

Signature of Participant (or parent or guardian)

Name of Participant (parent or guardian)
(BLOCK LETTERS)

Date