

National Heart Foundation of Australia

Run For Hearts Terms and Conditions

1. I warrant that I have read, considered, reviewed and understood these terms and conditions prior to submitting my application to participate in Run For Hearts.
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 State or Territory in which I participate in Run For Hearts.
3. I warrant that I am over 18 and of full capacity or, if I am applying on behalf of a person under 18 and/or not of full capacity, that I am a personal legally entitled to enter into an agreement and/or submit to terms and conditions on behalf of that person (for example a parent, guardian or other person duly authorised under a power of attorney)(**Authorised Person**). If I am signing up as an Authorised Person, I agree to these Terms and Conditions and consent to the collection and use of their personal information as outlined in the Privacy Collection Notice presented on registration and Privacy Policy of the Heart Foundation ([Privacy Policy | Heart Foundation](#)) on behalf of that person.
4. I provide my consent to receiving marketing updates and communications from the Heart Foundation, or if I am applying as an Authorised Person, I provide their consent to receiving such updates and communications from the Heart Foundation, with the understanding that they can opt out at any time.
5. I understand that participating in Run For Hearts may involve me undertaking Physical Activity ranging from gentle to very vigorous and there are some potential risks, including slips, trips, or falls, muscle strains, dehydration, and exacerbation of pre-existing medical conditions.
6. In participating in Run For Hearts I warrant that I will undertake only those levels of Physical Activity that I am comfortable with and physically able to manage and that I will no longer continue if any condition arises that may impact my ability to do so.
7. If participating in Run For Hearts will result in a significant increase in my level of Physical Activity, or I have pre-existing medical conditions, I will consult with my health care professional prior to participating in Run For Hearts.
8. I accept all risk, responsibility and liability whatsoever and howsoever arising from or in connection with such of my children and/or animals (if any) that accompany me in or in relation to Run For Hearts activities.
9. I accept in my sole responsibility all risks and liabilities that may arise from my participation in Run For Hearts, including the risk of injury or loss of life.
10. I release the Heart Foundation from all claims, liability and proceedings arising from or in relation to any loss, damage, expense or injury which may be sustained by me as a result of or in connection with:

- a. any negligence, wrongful act, omission or failure on the part of the Heart Foundation (to the extent permitted by law); or
 - b. my participation in Run For Hearts.
11. I indemnify the Heart Foundation against:
 - a. all losses incurred;
 - b. all liabilities incurred; and
 - c. all costs actually payable by the Heart Foundation to their legal representatives (whether or not under a costs agreement) and other expenses incurred by the Heart Foundation in connection with a claim, action or proceeding, arising as a result of or in connection with my participation in Run For Hearts
12. I release the Heart Foundation from all liability for any loss, damage, expense or personal injury which may be sustained by me by reason of any neglect, act, omission or failure on the part of the Heart Foundation as a result of or in connection with the collection of my Personal Information provided in my participation, including, but not limited to, production of any media.
13. If the Run For Hearts activity is held on Private Land or part of Private Land, you are solely responsible for:
 - a. obtaining prior written permission from the Private Land owner;
 - b. ensuring that the Private Land is safe, accessible and suitable for the Run For Hearts activity to be conducted;
 - c. ensuring the owner of the Private Land holds current public liability insurance for the Private Land and that such insurance coverage extends to the Run for Hearts activity.
14. I warrant that I will provide true and correct information to the Heart Foundation at all times.
15. I acknowledge that the Heart Foundation reserves the right, in its sole discretion, to exclude or reject me from participating in Run For Hearts at any time with notice to me.
16. If I no longer consent to be bound by this document as varied from time to time at any time, I will immediately cease my participation in Run For Hearts.
17. In these terms and conditions:
 - a. **Heart Foundation** means the National Heart Foundation of Australia (ABN 98 008 419 761);
 - b. **Run for Hearts** means the Heart Foundation's program to raise funds to help support lifesaving research and encourage Physical Activity.
 - c. **Participant** means an individual participating (or intending to participate) in Run For Hearts;
 - d. **Personal Information** means has the same meaning as defined in the *Privacy Act 1988* (Cth) as it may be amended from time to time
 - e. **Personnel** means servants, agents, volunteers and employees of the Heart Foundation;

f. **Physical Activity** means walking, running or jogging (or the use of a wheelchair or other mobility aid) on a firm, static surface and excludes walking, running or jogging in water, and other non-traditional modes of ambulation.

g. **Private Land** means any area of land not accessible to members of the public for Physical Activity without the prior consent of the legal owner.