

# Fitness to Participate Waiver

This following document sets forth the Privacy Policy for the TXR Runners website, <http://txrrunners.com>. TXR Runners is committed to providing you with the best possible customer service experience. TXR Runners is bound by the Privacy Act 1988 (Cth), which sets out a number of principles concerning the privacy of individuals.

## **Fitness to participate and your responsibilities**

The training offered involve physical exercise, primarily the act of running. There may be walking involved. By participating in training you accept that you are medically fit to participate in such activities. You accept to not hold TXR Runners liable for any injuries, or death, incurred or caused during the training session unless such injury is due to carelessness or negligence on TXR Runners' behalf.

The training sessions are designed to be beginner level and the difficulty for each session may be considered different for some people. TXR Runners will not be held liable if you do not agree with these difficulty labels. The training sessions have been designed for guests aged 18 years and over. Although children are permitted on our training sessions they must be accompanied by an adult.

Members with disabilities are always welcome on our Tours. Members with disabilities who require carers may bring their carers along. Whilst TXR Runners will do their best to ensure your requests are met, there are some limitations and we cannot guarantee that we will be able to cater to your every need.

You agree to comply with the local laws of where our training sessions are conducted. Failure to comply with the law will result in you being asked to leave the training session.

You agree that TXR Runners, their coaches, committee or authorised third parties, may photograph or video you throughout the training session. These may be used on the TXR Runners website, brochures, flyers, social media and other advertising, publicity, media and publications of the TXR Runners without obtaining additional consent or payment in respect to any photography and videos.

You agree that TXR Runners may use any comments, reviews, feedback whether given to us directly or not that may provide in regards to your training session for the purposes of media, publicity and marketing without obtaining additional consent or payment in respect to any comments, written or verbal.

In the operation of our training session there are times where TXR Runners and their coaches must make decisions that may otherwise impact the safety, wellbeing and enjoyment of members and staff on the training session. You agree to follow all reasonable direction of the coach on duty. Should you not wish to comply with these directions you will be asked to leave the training session.

TXR Runners, their coaches, committee, members and service providers do not tolerate any form of verbal or physical abuse, harassment or discrimination. Any person threatening or abusing TXR Runners, their coaches, committee, personnel, service providers or other members on the training session or on social media will be asked to leave the training session immediately.

You are responsible for looking after your own belongings that you may take with you on a training session. TXR Runners is not liable for belongings that are lost, damaged or stolen whilst on a training session.