

PLEASE READ CAREFULLY. This agreement affects your legal rights and remedies. By registering for, attending, or participating in CresWalk 2026, you voluntarily agree to all terms below and surrender certain legal rights, including the right to sue or claim damages against Queensland Muslims Inc. (QMI), event organisers, beneficiaries, and all associated sponsors and partners.

1. DEFINITIONS & PROTECTED PARTIES

In this Agreement, "**Releasees**" collectively refers to: **Queensland Muslims Inc. (QMI)**, CresWalk Organizing Committee, event directors, coordinators, volunteers, event staff, municipal authorities, landowners, venue operators, first aid/medical providers, and all **corporate, media, title, and local sponsors, partners, contractors, and beneficiaries** of CresWalk 2026, together with their respective directors, officers, employees, representatives, agents, successors, and assigns.

2. INHERENT RISKS & VOLUNTARY ASSUMPTION

Participation in a recreational athletic event such as CresWalk 2026 (including running, walking, jogging, using a wheelchair, or pushing a running pram/stroller) involves inherent and unforeseen hazards and dangers. These risks include, but are not limited to:

- Physical exertion, dehydration, heat-related illnesses, hypothermia, cardiovascular failure, or other extreme bodily stress;
- Slips, trips, falls, and collisions with other participants, pedestrians, spectators, vehicles, equipment, prams, or mobility aids;
- Uneven, slippery, damaged, or unpaved surfaces, roadway obstacles, adverse weather conditions, water hazards, or natural impediments;
- Exposure to communicable illnesses or infectious diseases.

You knowingly, freely, and voluntarily assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or other participants, and assume full personal responsibility for your participation.

3. PHYSICAL FITNESS & MEDICAL TREATMENT

By participating, you warrant that you are physically fit, sufficiently trained, and medically capable of taking part in CresWalk 2026, and have not been advised otherwise by a qualified medical practitioner. In the event of an emergency, injury, or illness occurring during the event, you authorise the Releasees to secure, administer, and consent to any emergency medical treatment, hospital transport, or first aid deemed necessary by qualified personnel, at your sole expense.

4. RELEASE OF LIABILITY, WAIVER & COVENANT NOT TO SUE

To the fullest extent permitted by applicable law (including the *Australian Consumer Law* and Queensland fair trading legislation), you hereby unconditionally release, discharge, forever hold harmless, and agree not to sue the **Releasees** from any and all liability, claims, demands, damages, losses, costs, or expenses (including legal fees) arising out of or related to any personal injury, disability, illness, wrongful death, property damage, or theft suffered in connection with CresWalk 2026, whether caused by the negligence of the Releasees or otherwise.

5. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless each and all of the Releasees from and against any liabilities, claims, suits, judgments, losses, damages, or costs (including legal costs on an indemnity basis) incurred as a result of: (a) your participation in CresWalk 2026; (b) any act, omission, or misconduct by you; or (c) any claim brought against the Releasees on your behalf, or on behalf of your estate, executors, or heirs.

6. RULES, DIRECTIVES & EQUIPMENT CONDUCT

Participants must abide by all official rules, course signage, and directives issued by event marshals and safety officials. Anyone participating with a wheelchair or pushing a pram/stroller must operate their equipment at a safe, controlled speed, remain in designated wave corrals, yield right of way where appropriate, and ensure their equipment is structurally sound and fit for purpose.

7. MEDIA & PHOTOGRAPHY RELEASE

QMI, its partners, and official sponsors are granted the perpetual, irrevocable, worldwide, royalty-free right to capture, use, broadcast, publish, and license photographic, video, or audio recordings of participants taken during the event for promotional, marketing, broadcast, or social media purposes without compensation.

8. GOVERNING LAW & SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full legal force and effect. This Agreement is governed by and construed in accordance with the laws of the **State of Queensland, Australia**.