

Registration Terms and Conditions

Rev No. 20250527

This is a legally binding agreement entered into as a contract between the Registrant ('**the Registrant**' and/or 'I') and the Christus Rex Society Inc (**the Society**) upon completing the registration form and paying the registration fee to participate in the Christus Rex Pilgrimage (**the Pilgrimage**)

Background

- A. In 1925 Pope Pius XI instituted the Feast of Christ the King to be celebrated on the last Sunday of October of each year.
- B. In 1991, a group of catholic pilgrims walked the first pilgrimage from Ballarat Cathedral to Bendigo Cathedral in honour of Christ the King – the first 'Christus Rex Pilgrimage'.
- C. Due to increasing number of pilgrims, the Society was formed as an incorporated association of volunteers with the primary objective of providing assistance to registered pilgrims walking the Christus Rex Pilgrimage.
- D. The Pilgrimage is conducted by the Society as a communal procession, distinguished by joyful and reverent prayer, song, and penance of the pilgrims. Registered participants are expected to contribute to, and actively and fully participate in, the communal nature and spirituality of the pilgrimage procession.

1 Registration declarations

1.1 About the Registrant

- (a) I completed the registration form and paid the registration fee.
- (b) I am over the age of 18.
- (c) I declare that if I have nominated any other person in the registration form apart from or in addition to myself :
 - (i) I have completed the registration form as agent on behalf of the person; and
 - (ii) If the person is under the age of 18, I am a parent or legally appointed guardian of the person.

1.2 Agreement to Terms and Conditions

- (a) I agree to these terms and conditions of registration, and make any declarations, and give any indemnities and releases on my own behalf and for and on behalf of any other participants nominated in the registration form (**registered participant**), jointly and severally.
- (b) I declare that all the of information provided by me in the registration form is correct.
- (c) I acknowledge that registration is non-transferrable and is personal to each of the participants registered on the registration form.
- (d) I agree that:
 - (i) I will not attempt to sell or transfer a registration to another person; and
 - (ii) if at any time a registered participant can no longer participate in the Pilgrimage:
 - (A) I will not offer to allow any unregistered person to participate in the Pilgrimage in place of such registered participant; and
 - (B) I will promptly inform the Society.

2 Refunds and cancellations

2.1 Cancellation by the Society

- (a) The Society reserves the right to cancel my registration if the Society considers in its sole discretion at any time that the Pilgrimage cannot proceed (for any reason).

- (b) In the event of cancellation of my registration, I agree that I will not be entitled to any refund of the registration fee except as otherwise determined by the Christus Rex Society in its sole discretion.

2.2 Partial refund before 30 September

I agree that I will only be entitled to a partial refund, being the registration fee less a \$25.00 administration fee, if I cancel my registration on or before 30 September of the year in which the Pilgrimage is being held. Other purchases, such as coach tickets and merchandise, are not refundable

2.3 No refund after 30 September

I acknowledge and agree that if I cancel my registration, the registration fee is not refundable after 30 September of the year in which the Pilgrimage is being held, regardless of the reason for cancelling my registration.

3 Participation in the Pilgrimage

I have read the ***Pilgrims Code of Conduct***, and I agree to comply with it at all times during the Pilgrimage

4 Child Participants

If I have registered a participant who is under the age of 18 ('child' or 'child participant'), I acknowledge and agree that:

- (a) the Pilgrimage is unsuitable for a child who is not under the direct control, care and supervision of a responsible adult at all times;
- (b) prior to registering the child participant, I have made suitable arrangements for a responsible adult to directly control, care, and supervise the child participant at all times throughout the Pilgrimage;
- (c) I will ensure that the child participant is actually under the direct control, care, and supervision of a responsible adult at all times throughout the Pilgrimage, including while walking along the route, at rest stops and at overnight venues; and
- (d) the Christus Rex Society, its representatives and volunteers, are not responsible for the direct control, care and/or supervision of the child, including, without limitation, while the child participant is participating in 'Children's Chapter' (or any other activities for children organised by the Society during the Pilgrimage); and
- (e) the Pilgrimage route includes certain sections which may be unsuitable for prams (eg. due to rough terrain or narrow paths).

5 Nature of the Pilgrimage

- (a) I acknowledge and agree that the Pilgrimage:
 - (i) takes place on public roads on, and in close proximity, to roadways which are open to ordinary traffic and that traffic speeds and vehicle movements are unregulated by the Society;
 - (ii) involves walking over terrain which is rough, steep and is otherwise unformed, presenting slip, trip and fall hazards which may be obscured by vegetation; and
 - (iii) is visible to members of the public who may object to the conduct of the Pilgrimage.

6 Fitness to participate and consent to medical treatment

- (a) I declare, as a condition of entry into the Pilgrimage, that I have undertaken sufficient physical preparation for the Pilgrimage and that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participation in the Pilgrimage.
- (b) I accept full responsibility for informing myself and assessing all the dangers, hazards and risks of entry in the Pilgrimage and will rely solely on my own assessment of these dangers, hazards and risks before participating in the Pilgrimage and notwithstanding any decision thereon made by the Christus Rex Society, and/or other persons involved in conducting the Pilgrimage. The decision to participate in the Pilgrimage is entirely my

own and I accept all risks associated with participation in the Pilgrimage, including but not limited to loss of life and/or any injury (including any permanent injury).

- (c) I consent to receive such emergency medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of the Christus Rex Society, its representatives, volunteers and Pilgrimage first aid officers and/or health practitioner in the event of any injury accident or illness to me during my participation in the Pilgrimage. They may provide immediate assistance and arrange any further assistance as required, such as transportation to a hospital. I agree that I will be responsible for any costs incurred for such assistance or treatment.

7 Breach of terms and conditions

I acknowledge that the Christus Rex Society or its representative may remove me from the Pilgrimage area or venues and/or exclude me from participation in the Pilgrimage if in Christus Rex Society's opinion it is necessary to do so, including:

- (a) due to my behaviour being inappropriate, offensive, or abusive (in the Society's opinion);
- (b) to prevent damage to any property;
- (c) on medical, health and/or safety grounds (including to prevent possible harm or injury to myself and/or any other person); and
- (d) due to any failure to comply with the ***Pilgrims Code of Conduct***.

8 Release and indemnity

- (a) In consideration of acceptance of my registration for the Pilgrimage, I agree on my own behalf, on behalf of any participant on whose behalf I registered, and on behalf of my heirs, executors and administrators and declare that to the extent permitted by law, I hereby waive, release, indemnify, and discharge the Christus Rex Society Inc, its officers, members, agents, contractors, employees and volunteers, including medical and paramedical personnel appointed for the Pilgrimage, from and against all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) which I (or any participant on whose behalf I registered) might have or which may arise out of my death or injury and/or damage or loss of any description which I (or any participant on whose behalf I registered) may suffer or sustain as the result of or in connection with my participation in the Pilgrimage. This release continues forever and binds my heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.
- (b) Where a registrant is under the age of 18 years, in consideration of the Christus Rex Society agreeing at my request to accept the entry of this minor registrant in the Pilgrimage, I hereby agree for myself, the minor registrant, their heirs, executors and administrators to hereby waive release and discharge (to the extent permitted by law) all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) which I might have or which the minor registrant may have or which arises out of the death, injury, damage or loss of any description which I or the minor registrant may suffer or sustain as a result of his/her participation in the Pilgrimage. This release continues forever and binds the registrant's heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.