

# TREMAINS CORPORATE TRIATHLON - TERMS AND CONDITIONS OF ENTRY

On behalf of my team, I acknowledge that we have been accepted as participants in the event on the basis that I have read and accepted all of the below terms and conditions:

## 1. ACKNOWLEDGEMENT OF RISK AND MEDICAL CONCERNS:

1.1 We hereby acknowledge and assume all of the risks of our team participating in the Tremains Triathlon event ("the Event"). Whilst every endeavour will be made to ensure our safety, we acknowledge that participating in a triathlon involves risk of injury or death from various causes. We understand that the event will be held over public roads and facilities open to the public during the event and upon which hazards are to be expected.

1.2 We understand we should not enter or participate in this event unless we have trained appropriately and had any health concerns checked by a medical practitioner. Where events are held in open water we accept it is strongly advised that we have undertaken some swimming in open water including surf conditions.

1.3 By participating we accept all risks necessarily flowing from our participation which could result in loss of life or permanent injury. Accordingly we release all persons or corporations associated directly or indirectly with the conduct of the event, including sponsors, from all claims, demands and proceedings arising out of my participation, and we hereby indemnify them against all liability (including liability for their own negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall include all sponsors, Tremain Real Estate, Hawke's Bay Multisports Club Trading as Triathlon Hawke's Bay, Sport HB, and their respective employees and volunteers.

1.4 We consent to receiving any medical treatment that the event organisers think necessary before, during or after the Event.

1.5 We agree to be responsible and assume liability for any and all costs incurred participating in the Event, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services, except for care and treatment covered by insurance or ACC.

1.6 We acknowledge that safety precautions undertaken by the event organiser are a service to us and other competitors but are not a guarantee of safety.

1.7 We acknowledge that we will inform Tremains Triathlon Race Director on our registration form or prior to the event in writing of any illness from which we might suffer that might affect our performance or be relevant if medical treatment is needed.

1.8 We acknowledge that the organisers in their sole discretion, may delay, modify, or cancel the Tremains Triathlon including the right to alter the advertised course or start time (at their absolute discretion). If the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements or any other cause beyond the control of the organisers, no refund will be issued in order to cover pre-paid costs associated with the Tremains Triathlon.

## 2. CONSENT TO USE OF PERSONAL INFORMATION INCLUDING USE OF IMAGE:

2.1 We agree to our name and contact details being included on the event database which may be used for marketing activities relating to the Tremains Triathlon, or other events organised by Sport Hawke's Bay and Hawke's Bay Multisport Club. Tremains will keep my personal information secure and hold it in a database in accordance with the Privacy Act 1993.

2.2 We consent to Tremains and sponsors using our image, name and likeness before, after or during the Event for event promotion, broadcasting or reporting in any media in relation to the Tremains Triathlon or for the sponsor's own commercial or other purposes for the duration of their sponsorship.

2.3 We consent to Tremains having unlimited rights to my image, likeness or names for promotional purposes.

## 3. ENTRIES ARE NON-TRANSFERABLE AND NON-REFUNDABLE

3.1 We acknowledge that our registration is not transferable to another team.

3.2 We acknowledge that our entry fee is non-refundable under any circumstances; including personal injury of any degree or cancellation of the event, unless otherwise announced by Tremains.

## 4. MISCELLANEOUS:

4.1 We acknowledge that we must be present at the event prize giving to receive cash or spot prizes.

4.2 We acknowledge that we are personally responsible for our possessions at the event.

4.3 We acknowledge that the event promoters reserve the right to remove signage conflicting with that of the event sponsors. This includes signage on tents.

4.4 We acknowledge that the race director reserves the right to alter the makeup and/or course, due to unfavourable weather conditions.

## 5. EVENT TIMING:

5.1 We acknowledge that we have been issued a timing chip which is to be returned to the finishline area, if this tag is not returned we acknowledge there is a replacement cost to our team of \$50.