

## Brendan Foot Supersite Round the Bays 2020 Terms and Conditions:

Each participant (Participant) who enters and/or competes in the Brendan Foot Supersite Round the Bays Event (Event) agrees to be bound by these terms and conditions.

### Agreement Waiver and Indemnity

1. I declare, as a condition of entry into the Event, that I have undertaken sufficient training for the Event 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 my participation in the Event. Although precautions will be taken to protect my safety, I understand and acknowledge that no such precautions can completely eliminate the risks associated with my participation in the Event.
2. I understand that I am fully responsible for the security of my personal possessions at the Event and Sport Wellington will not be liable for any loss or damage to any of my personal possessions.
3. The decision to participate in the Event is entirely my own and I accept all risks associated with my participation in the Event, including but not limited to, loss of life or permanent injury. Regardless of any decision made, or information made available, by the Event organisers and other persons, corporations, and entities involved or engaged in promoting or staging the Event, I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event.
4. I release all persons, corporations, or other entities associated directly or indirectly with the event from all claims, demands and proceedings arising out of my participation and I indemnify such persons, corporations, or entities against all liability, loss, or damage, arising out of my participation in the Event, including any breach of these terms and conditions by me. This liability, loss, or damage includes, but is not limited to, the cost to defend or settle any claim, suit, action or proceeding brought against Sport Wellington. This release extends to and includes Sport Wellington and its board, respective directors, officers, agents, contractors, employees, promoters, sponsors and volunteers, including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the Event or any part of it takes place, and any statutory body or local authority having control over any land upon which the event or any part of it takes place or which is involved directly or indirectly with the Event in any manner whatsoever.
5. I agree that this waiver and indemnity is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns and that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.

### Event Rules

6. Participants must show their race number on the front of their race clothing and it must be visible at all times.

7. Participants must attend the safety briefing for their chosen distance. These are held 10 minutes prior to the start of each Event distance at the start line.
8. Participants must comply with the instructions of the Police, Fire Service or other identified Event officials.
9. I understand that if my behaviour is deemed unsafe and/or inappropriate by an Event official I may be disqualified and asked to leave the event.
10. Pets, rollerblades, skateboards, scooters, electric scooters, unicycles, and/or bicycles are NOT permitted on the course due to the risk of injury to participants.
11. The minimum age to participate in the 10km and half marathon distances are 12 years old and 16 years old respectively. Sport Wellington has the discretion to modify these rules as they see fit.
12. The consumption of alcohol at Frank Kitts Park, on the course or at Kilbirnie Park is strictly prohibited unless an exception has been granted by the appropriate local authority.
13. Participants will comply at all times with any reasonable instructions given by the Event organisers and other persons, corporations, and entities involved or engaged in promoting or staging the Event, and with any legal requirements regarding health and safety, including the Health and Safety at Work Act 2015.
14. Participating under the influence of any drug, medication or intoxicating liquor that may in any way adversely impact preparation for and participation in the Event is strictly forbidden.

#### Medical Assistance

15. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered direction of Event Medical Officials, or other relevant medical professionals, in the event of any injury, accident or illness to me during my participation in the Event.
16. I consent to the release of my personal information to medical assistance personal and Event organisers in the event of a medical emergency during my participation in the Event.

#### Event Entry, Refunds, Promotional Codes

17. I agree that registration in the Event is personal and specific to me and that no other person is permitted to participate in my place.
18. I understand that should my contact details (including emergency contact details) change, after my registration is completed it is my responsibility to change these myself or notify the Event organisers.
19. I agree that the emergency contact details I provide are not of another person participating in the Event.
20. I understand that transferring my registration to another person OR between distances will incur a \$10 administration fee and that this service is available until midnight 10th February 2020. No transfers are available after this time.

21. I understand that all promotional codes will expire at midnight Thursday 31 January 2020, unless otherwise stated and they cannot be used in conjunction with any other promotional discount offer.
22. I understand that a voucher code is no guarantee of entry to the Event - if and when a distance within the Event sells out the unused voucher code becomes void.
23. I understand that a partial refund of 25% of the Event entry fee is available until 1st January 2020 upon receipt of a refund request. No refunds will be issued after this date without supplying a current medical certificate.
24. Refunds may, at Sport Wellington's discretion, be made prior to 5:00pm (NZT) 15th January 2020, where participation in the Event is not appropriate due to a medical reason that is supported by a current medical certificate outlining the condition. This refund will be for the Event entry fee only and will not be made for any additional items purchased, such as Event merchandise or charitable donations. If a race bib has already been sent out this must be returned to Sport Wellington at your own expense, prior to the refund being processed.

#### Personal Information and Images/Privacy

25. I consent to being photographed, filmed, videoed or to have my image recorded in any way in connection with the event. I consent to Sport Wellington, its official charity partner, sponsors, employees, authorised contractors and agents associated with the Event, using any such imagery in connection with the promotion and reporting of this event without payment or compensation. I understand I am entitled to request access to such images and to have copies of them at my cost.
26. I consent to Sport Wellington providing my personal details to Marathon Photos which may contact me via text or email to alert me when photos from the Event are available on its website, <https://www.marathon-photos.com/>
27. I consent to Sport Wellington entering my personal details contained on the entry form into the Event database which will be used for the administration of the Event. Sport Wellington collects personal information to manage participation in the event. Sport Wellington may disclose the information provided by you to the official charity partner, principal and category sponsors for future marketing and promotional purposes.
28. I understand I have the right of access to such information, and to correct it by applying in writing to Sport Wellington Level 1 223 Thorndon Quay Wellington.
29. I understand that when registering to be a part of a team, I have the option to share my information with the team manager. If I select YES they will have access to my personal details, including my name, contact telephone number, email address and home address. If I select NO they will only see your name, race category and bib number. As a team manager, I understand that my email address and phone number will be disclosed to my team members (but not to members of other teams).

## Age Declaration

30. I certify that I am 18 years or older, or that I am the parent/legal guardian of the participant who is under the age of 18 years. I agree that, if signing this on behalf of a participant under the age of 13 years, the participant will be accompanied by an adult at all times during the Event.

## Cancellation

31. I understand that Sport Wellington reserves the right to cancel the Event at any time. Reasons for cancellation may include, but are not limited to, Sport Wellington deciding in its sole discretion cancellation is required due to any sort of dangerous conditions and/or act of god or terrorism. In the event of cancellation, there will be no refund of entry fee and the cancelled Event will not be re-scheduled. A decision will be made as soon as possible on Event day and communicated to participants.

32. Sport Wellington will not be responsible for any costs including, but not limited to, travel costs, incurred as a result of the Event being cancelled in accordance with the above clause.

I have had sufficient opportunity to read this document. I fully understand its terms and sign it freely and voluntarily.