



TERMS & CONDITIONS

[28th April 2020]

Event Waiver

Please read the waiver below carefully before accepting or signing acknowledgement and release from liability and potential claims based upon negligence and/or reckless misconduct, before continuing with this on-line entry.

1. I have read and understood the event safety, race rules and fair play information (available on the website www.spiritedwomen.co.nz) and I agree to abide by these, the decisions and instructions of the event officials, the event manager, the event manager, and race director, and any laws, regulations and other requirements applicable to the event. I understand that my entry may be void and/or I may be disqualified from the event, if through my actions or inactions, or behaviour, in the opinion of the event manager and/or race director, I break any of the rules or I bring the event, sport or sponsors into disrepute. I further understand the event manager or event director reserves the right to reject an entry without justification for their actions.
2. I certify I am physically fit, have trained sufficiently for participation in this event and have not been advised otherwise by a qualified medical professional or trainer. In my judgment I have sufficient competence, experience and skill to complete the event using the equipment I chose to compete with and that provided on the day of the event. I do not believe that my health or safety, or that of fellow participants, event staff, officials, spectators, sponsors, contractors, land and property owners or members of the public attending the event will be put at risk by my participation in this event.
3. I understand that the event taking place involves paddling (kayaking), mountain biking, trekking (walking/running), coasteering, swimming and mystery activities. I am aware they carry a degree of risk and can be a potentially dangerous activity capable of serious injury or death as a result of participation. I agree that my participation in this event is entirely and knowingly at my own personal risk and I am solely responsible for my own safety and property, including the cost of any services required in recovery of myself or my property as a result of an incident. I am aware the hazards include, but are not limited to, the condition of my equipment and equipment supplied, actions or inactions of myself, other competitors, spectators, sponsors, the event manager, the event director, the event staff and officials, contractors, land and property owners, members of the public, the weather, lake/sea/river conditions, air & water temperature, and all natural or manmade features encountered on the course.
4. I acknowledge that safety precautions undertaken by the event (such as, but not limited to, team event info, race notes & map, the event briefing, course marking, marshals, officials, contractors in place etc.) are a service to me and other competitors but are not a guarantee of safety.
5. I accept that I have an important responsibility to carefully read and listen to all safety information provided and to immediately seek clarification on anything which is not entirely clear to me. If for

any reason you are uncomfortable with the risk or have any concerns, you need to raise them directly with the event manager and race director immediately after the event briefing. If the event manager and event director cannot alleviate your concerns you should not participate in the event.

6. I hereby give consent to receive medical treatment which may be deemed necessary in the event of injury, accident and/or illness during the event.

7. The event manager reserves the right to delay the event; alter the released race course or start time of the event due to circumstances beyond the control of the event director. If this occurs, I consent to the changes and I agree that each and every one of the conditions herein set out shall apply to that changed event.

8. I have read the information concerning withdrawal, refunds of entry fees and cancellation of the event, and agree to all conditions set forth in the event information. Where insurance can be obtained and in the case of a cancellation due to adverse weather, natural disaster, or terrorism, etc., then provided the insurance claim is accepted, a full entry fee will be refunded to each team. Please see the link to policy T&C's of the insurance cover in place on the event website. Where insurance cannot be obtained, in the case of a communicable disease, pandemic, actual or threatened war, or unimaginable things such as an invasion or act of foreign enemies, etc. the event will be postponed to the following year and the team's entry would be carried over. Team members who cannot participate on the new postponement date can be replaced as per normal for free. Complete teams who cannot participate on the new postponement date can either: a) receive a full refund (less \$50 admin fee), only if we can find a replacement team from our waitlist; or b) can opt to sell their entry themselves. In the instance we have to cancel the event on the postponement date due to things uninsurable against (communicable disease, pandemic, actual or threatened war, or unimaginable things such as an invasion or act of foreign enemies etc) the event company is not obligated to give any refund or transfer. However, in good faith the event company will do its utmost to return to entrants all unspent budgeted delivery expenses and successfully recalled venue/contractor/service costs which were cancelled. If however the postponed event happens to be cancelled due to adverse weather, natural disaster, or terrorism, etc., then provided the insurance claim is accepted, a full entry fee will be refunded to each team.

9. I hereby take action for myself, support crew, my executors, administrators, heirs, next of kin, successors, signatories and assigns as follows: a) Waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, property loss, and all other foreseeable risk or claims or actions of any kind (including negligence and/or recklessness) whatever and however occurring which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my traveling to and from this event the following person(s) or entities : Dare 2 Sweat Events Ltd and its directors land and property managers and/or owners; event manager, event director, event staff, event sponsors; event marshals; district council; or other areas of whatever nature in which the event may be staged, its representatives, respective officers, directors, employees, independent contractors, agents, marshals and volunteers. And b) Indemnify and hold harmless the persons or entities mentioned in paragraph 9(a) above from any and all liabilities, claims or actions (including negligence and/or recklessness) whatever or however caused, arising as a result of or in connection with, directly or indirectly, my participation in and traveling to and from this event.

c) If for any reason Dare 2 Sweat Events Ltd and/or its directors and event managers are liable to the entrant in contract, tort or otherwise, the combined maximum liability of Dare 2 Sweat Events Ltd shall be to a sum equal to twice the entry fee paid by the entrant for this event.

10. I agree to my name and contact details being included on the event company database. These

may be used for promotional purposes by event stakeholders and event title & major sponsors. I may unsubscribe from this at any time.

11. I understand that the official event registration, briefing, start and finish, event, plus prize giving will be held at both private venues and public sites and I must respect land/property owner's and the public's rights.

12. I understand that during the event or related activities I may be photographed, filmed or interviewed. I agree to allow my name, email, picture and voice likeness in print, be used in electronic mail, photography, video/DVD, film and radio recording for any legitimate purpose, including but not limited to, the promotion of the event and future events, and other products and services by Dare 2 Sweat Events Ltd, the event title and major sponsors and /or assignees, at no cost. I may unsubscribe from any unwanted related electronic mail at my discretion.

13. I understand that I have the right under the Privacy Act 1993 to access and correct any info held about me.

14. I accept the return of the timing transponder issued is my responsibility. If I fail to return the timing transponder, I agree to pay \$80NZD to Dare 2 Sweat Events Ltd. I also accept that race bib vests are the property of Dare 2 Sweat Events, and must not be cut or modified in any way. Race bib vests must be returned at the finish line. Any damage or loss of a race bib vest will incur a \$40 repair or full replacement fee.

15. I hereby declare that all information given on the entry form is true and correct.

16. I hereby certify that I am 16 years of age or older (see below for younger competitors).

17. If I am under the age of 16 years I will have these waiver terms and conditions viewed and agreed to (through the online entry process) or signed (on a late team member change form) by my legal guardian, which will in effect give consent for me to participate in the event. Children under the age of 16 wanting to compete in this event should have a good level of fitness and skill in the appropriate sports disciplines. The minimum age for an entrant is 13yrs.

18. I have read and understand the contents of this document.