

EVENT PARTICIPANT WAIVER & TERMS AND CONDITIONS

WARNING

This is a legal document that affects your rights. If you are uncertain about any terms in this document, you should obtain independent legal advice before accepting.

These terms and conditions apply to all events conducted by AusTriathlon Ltd. (AT) either directly or through licenced partners. If you are unsure if these terms apply to you, please contact the event coordinator.

By registering for and participating in the Event it is assumed you have read and agree to these Terms and Conditions of Entry. If another person has entered you in the Event, that person is assumed to be your agent and that person has accepted on your behalf these Terms and Conditions of Entry.

These Terms and Conditions of Entry are effective from the date of registration through to the completion of all activities, and this form shall remain in full force and effect following completion of all activities. These terms and conditions are subject to change without notice, in our sole discretion.

Participants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions of entry.

- I certify that I am 18 years of age or older or am the parent/guardian of a participant under 18 years of age; and I have read this document and fully understand it.
- I understand that it is my responsibility to ensure that myself or child can complete the distance registered/chosen to compete in safely.
- If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf.

To participate in the Event you need to be a current member of AusTriathlon as at the day of the Event and have proof of current membership available at the Event. If you are not a current member of AusTriathlon prior to registration, you will be required to purchase a AusTriathlon One Day Membership with your Event registration.

- I understand that if I state that I am a competing member of AusTriathlon and the event organiser finds that the membership number provided is not valid or my membership has lapsed, that the entry will be amended by AT and I understand I will be charged the appropriate One Day Membership fee per event to the Credit Card that I used to enter the event(s).
- I have reviewed all materials received, accurately complete and agree to the registration information, documents and process, and obey the rules and policies. These rules and policies include the Competitor Information Booklet, the AusTriathlon Race Competition Rules, which are available to download from www.triathlon.org.au and all traffic laws.

AT reserves the right, in its sole discretion, to deny or disqualify any person from participating or continuing in the Event (either before or during the event). In these circumstances, AT will refund the person's entry fees except where the person has:

- (a) Misrepresented their eligibility to participant in the Event at the time of entry or;
- (b) Breached any of these terms and conditions of entry or failed to comply with any of the event organiser's directions or instructions

- I acknowledge that competitive triathlon & multisport events involve the real risk of serious injury or even death from various causes including over exertion, equipment failure, dehydration & accidents with other competitors, spectators or road users, course conditions, weather conditions and/or other unforeseen circumstances/causes.
- I am fully capable of participating without causing harm to myself or others and I understand that I should not compete in this event unless I have trained appropriately and a medical practitioner has verified my physical condition.
- By participating, I accept all risks associated from my participation that could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the Event from all claims demands and proceedings arising out of my participation and I hereby indemnify them against all liability

(including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event.

This release shall extend to and include AusTriathlon Ltd., and their respective directors, partners, managers, officers, agents, contractors, employees 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 is conducted, any statutory body or local authority having control over land upon which the event or any part of it conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.

- I have disclosed all details of my past and present medical and/or physical conditions from which I suffer that may affect my performance or be relevant if medical or physical treatment is necessary. I accept the risk of competing, despite these conditions.
- I authorise AusTriathlon staff, representatives or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide medical treatment they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release of any medical information or records necessary for treatment.
- I agree to provide the name and contact phone number of a person, who is not a participant in this event, who can be contacted in the event of an emergency, which person will be available during and after the event.

My registration is transferable to other people until online entries close and will incur a transfer fee that will be determined by race staff. If I am unable to compete, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is non-refundable.

I understand that the compulsory insurance cover effected for participants in this event may not cover me for any or all personal injury, loss or damage sustained by me.

Safety precautions undertaken by organisers (such as course supervision, race safety briefings, bicycle, and helmet safety checks) are a service to me and other competitors but are not a guarantee of safety.

1. I agree to abide by all race rules and directions issued by AusTriathlon and the event organiser.
2. I am fully responsible for the security of my personal possessions at the event and AT will not be liable for the replacement of any personal possessions.
3. I consent to AT using my name, image and likeness before, during or after the event for promotional broadcasting or reporting purposes in any media.
4. I acknowledge and consent to photographs and other electronic images being taken of me during my participation in any Triathlon Activities. I acknowledge and agree that such photographs and electronic images are owned by AusTri and that AusTri or other third parties may use such photographs for promotional or other purposes without my further consent being required.
5. I consent to my name and contact details being included on the AT event database and that unless I specify to the contrary, I will be subscribed to various AT related publications which include a monthly newsletter and other promotional materials about upcoming events and membership.
6. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the AT database I will still receive emails that relate to the event in which I have registered. I also agree that it is my responsibility to obtain information and event updates from the Event website.

AT in its sole discretion, may delay, modify or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, cyclone, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of AT, there shall be no refund of AT's entry fee or any other costs incurred in connection with the Event. In the event the Event is delayed, modified or cancelled, these terms and conditions of entry applies to the changed conditions.

If applicable, late entries will incur a late booking fee as directed by the event team – The Events online registration will facilitate this, however on the day registrations may collect this via other means. Any fees to facilitate the registration of an event participant is non-refundable, this may include system processing fees and any costs or charges relating to providing the race experience to a competitor (whether they are present at the event or not).

- I may receive a timing chip and band at timed events run by AT, which will remain the property of AT. A recorded time is not guaranteed. The timing chip and band must be returned on the date of the Event at the designated area post finish line. I acknowledge that failure to return timing chips at the end of the event (if not instructed otherwise i.e. disposable chip) will incur a replacement charge of AUD \$105 ex. GST. This cost may change if the cost of replacement is more than the replacement charge specified by the contracted timing systems provider.

Any dispute or claim/s I may have arising out of, relating to or in connection with this Event, or my participation in the activities, or any other aspect of my relationship with AT shall be governed by the law of Australia.

By signing below, I acknowledge that I understand and accept these Terms and Conditions.

If Participant is under 18 years of age, I, as the legal guardian of the participant acknowledge that I understand and accept these Terms and Conditions.