

Terms and Conditions of Entry – Surfbreaker Triathlon 2023

I acknowledge that I am accepted as a participant in the Event on the basis that I have read and accepted all the below terms and conditions. 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 all the terms and conditions set out on this Form, the event website and within the Surfbreaker Triathlon online registration system conducted by Event Plus. I understand and agree:

1. I hereby acknowledge and assume all of the risks of participating in this Surfbreaker Triathlon 2023 event (“the Event”). Whilst every endeavour will be made to ensure my safety, I acknowledge that participating in the Event involves a real risk of serious injury or even death from various causes including exertion, equipment failure, dehydration, collisions or incidents involving other competitors, spectators, other road users and/or vehicles, aspects of the course or bad weather conditions and other causes. I 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.
2. I understand I should not enter or participate in the Event unless I have trained appropriately and had any health concerns checked by a medical practitioner.
3. By participating in the Event I accept all risks necessarily flowing from my participation which 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, including sponsors, from all claims, demands and proceedings arising out of my participation, and I 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 Triathlon Tauranga (“TT”) (“Event Organiser”), all sponsors and their respective managers, officers, agents, contractors, employees and volunteers and officials including medical and paramedical people appointed for the Event, the owners, licensees and occupiers of land upon which this event or any part of the Event is conducted, any statutory body or local authority having control over any land upon which is involved directly or indirectly with the Event in any manner whatsoever and the Event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.
4. I consent to receiving any medical treatment the Event Organiser deems necessary at the Event Organiser’s discretion before, during or after the Event
5. I agree to be responsible and assume liability for any and all costs incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services.
6. I authorise TT staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by TT, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.
7. I acknowledge that safety precautions undertaken by the Event Organiser are a service to me and other participants but are not a guarantee of my safety.
8. I acknowledge that I will inform the Event Organiser on my registration form or prior to the Event in writing of any illness from which I might suffer that might affect my performance or be relevant if medical treatment is needed. The Event Organiser may, in the Event Organiser’s discretion, exclude me from the Event if the Event Organiser deems this appropriate for my safety or the safety of other participants.
9. I grant to TT, its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively “images”), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by the media contractor and/or TT and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.
10. I consent to the Event Organiser and its sponsors using my image, name and likeness before, after or during the Event for event promotion, broadcasting or reporting in any media in relation to the Surfbreaker Triathlon 2023 or for the sponsor’s own commercial or other purposes for the duration of their sponsorship.
11. If I am signing as the participant’s legal guardian, I have the legal authority to act for the participant and on their behalf.
12. TT, 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. Any such modification shall be in accordance with Tri NZ Competition Rules. 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, earthquake), acts of terrorism, fire, pandemic, 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 TT, there shall be no refund of TT’s entry fee or any other costs incurred in connection with the Event.
13. The event will be run under the Triathlon NZ Competition Rules which are in force at the time of the race.

14. I understand that whilst there are road closures in place emergency vehicles and event vehicles will have access to the course at all times and that I must obey all road rules and the directions of the Event Organiser including marshals, traffic management direction and directions from the Police. Reasonable endeavours will be made to keep the course free of vehicles other than Emergency Services and Event vehicles but I acknowledge that the event organizer cannot guarantee that no such vehicles will be on the course.
15. I acknowledge and agree that if I breach any of these Terms and Conditions of Entry or fail to adhere to any direction of the Event Organiser, including the Event Organiser's agents, officials, employees and contractors, whether before or during the Event, the Event Organiser may immediately exclude me from the Event. I agree that if excluded I will immediately remove myself from the Event
16. I understand that I must report to event organisers as soon as possible if I decide to pull out of the Event.
17. Age categories are based on age as at race day.
18. All competitors under 18 years of age require the entry to be completed by a parent or guardian.
19. I agree to provide the name and contact phone number of a person, who is not a participant in the Event, who can be contacted in the event of an emergency, which person will be available during and after the Event.
20. I am fully responsible for the security of my personal possessions at the Event and TT will not be liable for the replacement of any personal possessions.
21. There are no automatic refunds available. The organisers may, however, at their sole discretion grant a refund of fees paid, if they deem it appropriate prior to 29th November. In the event of a refund under this clause, the organisers shall retain a \$15 administration fee. Unfortunately we cannot accept refunds after this date. If the event has reached capacity the available slot will be offered to the next person on the wait list. To request a refund/withdrawal please advise the race office Email: events@triathlontauranga.org.nz It is the athletes' responsibility to ensure that the withdrawn confirmation has been received by the race office. Any requests not acknowledged by race office will not be considered valid and therefore will not be refunded. Please note after this date there are no refunds available under any circumstances.
22. As an event we are following the Event Sector Voluntary Code and should the Ministry of Health and/or the District Health Board request participant details for contact tracing purposes we will supply this to them. This will include your Name, contact phone number and contact email. This information will only be supplied to the Ministry of Health should it be requested within 4 weeks of the event.

