

## **Future ChampionZ Triathlon Festival – Terms & Conditions of Entry; Athlete Agreement.**

I acknowledge that I have been accepted as a participant 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 I hereby acknowledge and assume all of the risks of participating in this Future ChampionZ Tri festival event (“the event”). Whilst every endeavour will be made to ensure my safety, I acknowledge that participating in a triathlon, open water swim, or athletics racing 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 events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected.
  - 1.2 I understand I should not enter or participate in this event unless I have trained appropriately and had any health concerns checked by a medical practitioner. I accept that it is strongly advised that as a minimum, that 4 weeks prior to the event I have swum the race distance(s) continuously at least once, cycled the race distance(s) at least once and run the race distance(s) at least once. Where events are held in open water I accept it is strongly advised that I have undertaken some swimming in open water including surf conditions.
  - 1.3 By participating I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly I release all persons, company's, 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 all sponsors of the event, Sweat7 LTD, and Triathlon NZ inc, and their respective managers, officers, agents, contractors, employees, owners, partners and volunteers 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, and 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.
  - 1.4 I consent to receiving any medical treatment that the event organisers think necessary before, during or after the event.

- 1.5 I agree to be responsible and assume liability for any and all costs incurred as a result of training for and/or 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 my insurance.
- 1.6 I acknowledge that safety precautions undertaken by the event organiser are a service to me and other competitors but are not a guarantee of safety.
- 1.7 I acknowledge that I will inform the event Festival Director at the bottom of this signed waiver form or prior to the event in writing of any illness from which I might suffer from that might affect my performance or be relevant if medical treatment is needed.

## 2. Consent to use of Personal Information including use of image:

- 2.1 If I have opted in, I agree to my name and contact details being included on the event database which may be used for commercial purposes by Sweat7 LTD., or any of its sponsors or the event sponsors. This may include informing me or contacting me about events, products, brands, special offers, publications and other promotions in which Sweat7 LTD, Future ChampionNZ Tri Festival or Triathlon NZ inc or any of their sponsors think it might be interested in (including via email or other electronic communication). Sweat7 LTD will keep my personal information secure and hold it in a database in accordance with the Privacy Act 1993.
- 2.2 I consent to Sweat7 LTD, Future ChampionNZ Triathlon Festival and Triathlon NZ inc, 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 Future ChampionNZ Triathlon Festival or Sweat7 Ltd, or the sponsor's own commercial or other purposes.
- 2.3 I consent to Sweat7 LTD, Future ChampionNZ Triathlon Festival and Triathlon NZ inc. having unlimited rights to my image, likeness or names for promotional purposes.
- 2.4 I understand that if I do not want my details to be passed on to the Official Race photographer, who will notify me when my photographs are available online (via the email address I supplied), I am to contact the event director prior to the event by emailing:  
[Sweat7stephen@gmail.com](mailto:Sweat7stephen@gmail.com)

## 3. Entries are Non-Transferable and Non-refundable

- 3.1 I acknowledge that my registration is not transferable to another person.
- 3.2 I acknowledge that my entry fee is non-refundable under any circumstances; including personal injury of any degree or cancellation of the event, unless otherwise announced by the event organiser.

#### 4. Rules and Regulations

4.1 I acknowledge and agree the Future ChampionNZ festival and events are raced under the Triathlon NZ rules which include the Sport Anti-Doping rules (2015) (view online at [www.triathlon.kiwi](http://www.triathlon.kiwi)), and declare that I have read and understood those rules. I acknowledge that any event within the Future ChampionNZ Festival that has ITU status is raced under the ITU rules.

4.2 I agree that prior to participating in the event I will inspect the race course(s), facilities, equipment and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Event Director.

4.3 I acknowledge that by reason of circumstance beyond the control of the event organiser it may become necessary to change the format, delay or cancel the event, and if that occurs, I consent to the changes and I agree that each and every one of the conditions set out herein shall apply to the changed event.

#### 5. Miscellaneous:

5.1 I acknowledge that I must be present at the event prize giving to receive cash or spot prizes.

5.2 I acknowledge that I am personally responsible for my possessions at the event.

Signed by athlete participating:

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Date of Birth of athlete:

/ /

Signed by Parent / Legal Caregiver if athlete is under 18 years of age on the first day of the event:

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**Please list here any medical conditions or illnesses as per point 1.7 above:**