TERMS AND CONDITIONS

The following are the terms and conditions of entry to this event. These terms are not negotiable and by accepting an entry to the event via the registration system on behalf of Atlas Events Pty Ltd and paying the entry fees you are hereby acknowledging your acceptance of our terms and conditions (For competitors under 18, a parent or guardian must accept).

WARNING: This is a legal document that affects your rights, if you are uncertain or uncomfortable with some of the condition of registration then we recommend that you obtain advice to ensure you understand and accept the conditions of entry before you enter and pay any fee.

YOUR WAIVER

I agree to participate in this event on the following basis:

- 1. I acknowledge that competitive sporting events involve the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, accidents with other competitors, spectators or road users, and course or weather conditions and other causes.
- 2. I understand that I should not participate in this event unless I have trained appropriately and will be in a fit state to complete the event safely. I acknowledge that if I am aware of an existing medical condition and uncertain of my state of fitness then a medical practitioner should verify my physical condition.
- 3. By participating, I accept all risks necessarily flowing from my participation that could result in injury, 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 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 Atlas Events Pty Ltd and their respective directors and employees, event sponsors, event marshals, partners, managers, officers, agents, contractors, employees and volunteers including event medical and paramedical personnel, national and state/territory Triathlon Associations, Athletic associations and their representatives, the Police, city/town officials, marshals and Life Saving officials/guards. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.
- 4. I consent to receiving any medical treatment including ambulance transportation that event organizers and or medical personnel think desirable during or after the event, at my own expense.

- 5. I have advised in my entry registration any details of any medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed. I accept the risk of participating despite these conditions. I have supplied an emergency contact name and number, this person is contactable both during and after the event and is not another participant.
- 6. I understand that compulsory insurance cover affected for participants in this event may not cover me for all injury, loss or damage sustained by me.
- 7. Safety precautions undertaken by organisers (such as course supervision and race safety briefings) are a service to me and other participants but are not a guarantee of safety.
- 8. My registration is not transferable to other people. Any attempt to transfer my entry or allow another person to participate under my name without the event organisers knowledge may result in total cancellation without refund, insurance being deemed void and inability to enter further events offered by Atlas Event.
- 9. My event registration will incur an administration fee for transfers and/or cancellation and that the transfer and/or cancellation is at the discretion of Atlas Events. No refunds are offered unless otherwise specified on the event web site.
- 10. Event organisers may change the event format, course, date or other race conditions at their discretion due to Covid, government/other authorities policy and directions or travel restrictions. If that occurs, this agreement applies to the change.
- 11. I agree that if the event is cancelled or modified due to storm, rain, inclement weather, winds or other 'Act of God' conditions, Covid, travel restrictions or safety concerns, or if I do not participate in the event for any other reason, no part of my entry fee shall be refundable.
- 12. I agree to abide by all race results and directions issued by the event organiser and/or the relevant sport's governing body.
- 13. I certify I may receive a race briefing at prior to race start that I will attend and abide by.
- 14. I acknowledge and consent to photographs and electronic images being taken of me before, during or after the event by an official representative of the event organiser. I acknowledge and agree that such photographs and electronic images are owned by the event organiser and that the event organiser and event sponsors may use the images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary. The event organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the event organiser.

- 15. I agree to my name, email and contact details being included on the event database which may be used for promotional and commercial purposes. I acknowledge that Atlas Events Pty Ltd will add my email address to the event's email list so I can be contacted via emails regarding information, offers and updates relating to this specific event. If I had previously unsubscribed then I agree that my new registration will resubscribe me to the event's list.
- 16. I am fully responsible for the security of my personal possessions at the event even though I may use the "bag drop" facility if offered.
- 17. I acknowledge that I may receive a race timing band at all timed events and it is my responsibility to retain the timing band and not alter it in any way and I will return it at the end of the event if required. Failure to do so will render me to pay a replacement charge for the timing chip from Atlas Events.
- 18. I certify that I am 18 years of age or older, or I am the parent/legal guardian of a child under the age of 18 and I have read this document and understand and accept the terms and conditions it contains

I confirm that I accept the abovementioned conditions for me, my respective heirs, executors and administrators and I hereby waive all and any claim, right or cause of action for which I, my respective heirs, executors and administrators might otherwise have for or arising out of entering and participating in this event.