



## **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.2w.co.nz](http://www.2w.co.nz)) and I agree to abide by these, the decisions and instructions of the event officials, the event organiser 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 race organiser, I break any of the rules or I bring the event, sport or sponsors into disrepute. I further understand the organiser 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 on the day of the event. I do not believe that my health or safety, or that of fellow participants, 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 mountain biking. I am aware it carries 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, actions or inactions of myself, other competitors, spectators, sponsors, the organiser and officials, contractors, land and property owners, members of the public, the weather conditions, air temperature, and all natural or man-made features encountered on the course.

4. I acknowledge that safety precautions undertaken by organisers (such as, but not limited to, competitor race pack notes, 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 organiser immediately after the event briefing. If the organiser 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 organiser reserves the right to delay the event; alter the advertised course or start time of the event due to circumstances beyond the control of the event directors. 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, transfers, change of entry, category and cancellation of the event and agree to all conditions of entry set forth in the event information. If the event is cancelled due to extreme weather, natural disaster or any other condition beyond the control of the organiser, I understand that my entry fee will not be refunded.

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 : Rotorua Mountain Bike Club and its directors; land and property managers and/or owners; event organisers, event sponsors; event volunteers; district council; or other areas of whatever nature in which the event may be staged, its representatives, respective officers, directors, employees, independent contractors, agents, marshalls and volunteers.

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 Rotorua Mountain Bike Club and/or its directors are liable to the entrant in contract, tort or otherwise, the combined maximum liability of Rotorua Mountain Bike Club 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. 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 Rotorua Mountain Bike Club, 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 or return it damaged, I agree to pay \$80NZD to Rotorua Mountain Bike Club.

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 signed to by my legal guardian (on postal entries) or agreed (through the online entry process) 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 sport. It is recommended children under 12 are accompanied by an adult.

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

Entry Indemnity Copyright to Rotorua Mountain Bike Club