

## **1. Acceptance of Conditions - Orewa 2021**

For the safety and wellbeing of all entrants, and of the event, all entrants must accept and comply with all Ultimate Athlete 2021 Terms and Conditions.

1.1 I acknowledge and accept that participating in the Ultimate Athlete involves the risk of injury, illness and in extreme cases, loss of life. I accept all risks involved in taking part in this event

1.2 I acknowledge that all footpaths, trails and beaches remain open to the public.

1.3 I recognise that key hazards and risks of the event include, but are not limited to, vehicles, other athletes, pedestrians, spectators, course surfaces, weather, poor physical preparation, improper protective gear, hypothermia and heat stroke.

1.4 I accept that certain incidents may take place including, but not limited to, a storm, pandemic, volcanic eruption, earthquake, flood, landslide, major road accident etc. In the event of an emergency, I agree to follow the instructions of event staff. If I see an emergency I will contact the Event Operations Centre. If I need assistance, but cannot get hold of Event Operations Centre, I will call NZ emergency services by dialling 111

1.5 I accept that it is my responsibility to contact the event organisers should any information on my entry form need to be updated e.g. emergency contact details.

1.6 I acknowledge that the bib is for my use only and I will not pass these on to any other athletes.

**1.7 I acknowledge that photo ID will be required at event registration as proof of ID.**

## **2. Route Variation**

2.1. The organisers of Ultimate reserve the right to vary the route of any of the event categories without notice, should any situation requiring such action arise.

### **3. Safety**

3.1 I understand that briefings, signage, and course marshals are a service to me but are not a guarantee of safety

3.2 I accept that despite the best efforts of the organisers to make the event as safe as they can, the organisers cannot control everything.

3.3 I will not use a personal music system whilst competing, e.g. iPod, or a radio communication device, including a cellular phone.

3.4. I agree to notify the organisers if withdrawing from the event for any reason either prior to or during the event.

3.5 I acknowledge that although the event has medical personnel and resources at various points along the course, there will be a delay in the medical assistance reaching me. I agree to allow medical staff to treat me as they see fit.

### **4. Expected Behaviour**

4.1. Ultimate Athlete is a communal event, and as such it is expected that entrants will conduct themselves in a manner which reflects well upon themselves and the Challenge. It is expected that entrants will show respect towards all event officials and other other users of the course.

4.2. Athletes must be drug and alcohol free whilst taking part in this event. No athlete that is currently serving a ban for an anti-doping rule violation may enter this event.

4.3 There is to be no littering

### **5. Preparation and Training**

5.1. It is each entrant's responsibility to ensure that they have adequately prepared themselves physically for their selected event. Entrants must note any medical conditions on the back of

their event bib and take any necessary medication with them. Entrants should seek medical advice if they have any health issues or doubts about their health.

## **6. Legal Issues**

6.1. If I am involved in an accident I will not seek to blame or make a claim against the organisers or assist anyone else in making a claim.

6.2. I will release the organisers, their officers, volunteers, employees, sponsors or any party associated with the event of any liability, financial or otherwise, for any direct or indirect loss, injury or death which might be sustained from any intended or actual participation in this event or its related activities.

6.3. Any legal action related to the event will be taken in New Zealand courts under New Zealand law.

## **7. Event Information**

7.1. The event organisers publish a number of documents, which are available on the event website. The organisers will make every effort to ensure that each entrant receives all relevant information, but does not guarantee that each individual will receive all relevant information. It is each entrant's responsibility to be informed and read all information made available.

7.2 Ultimate Athlete collects and stores entrants details including postal address, email address and phone number. Entrants agree that these may be used to contact them regarding the event.

7.3 All entrants give permission to Ultimate Athlete to use their name and images taken during the event, in the media and for marketing purposes.

7.4 All entrants understand and accept that their details will be added to the Ultimate Athlete event database and they will be contacted from time to time in regards to upcoming events and promotions, by us or our event partners.

7.5 All entrants understand and accept that their details may be used for Contact tracing. Ultimate Athlete will keep this information for as long as necessary or legally required to ensure compliance with the Government's rules and health measures under COVID 19 security alerts. Ultimate Athlete will only share this information with the Ministry of health, District Health Board or any other government agency including Police if necessary or legally required. Ultimate Athlete will only use this information for the purpose it was collected for, being compliance with the Government's rules and health measures under COVID 19 security alerts. You can request access to your personal information and correction of it at any time.

7.6 All entrants agree that their name, bib number, age group category and race results will be available to the public once they register.

## **8. Transfers and Cancellations Policy**

8.1. In the event of a change of route, cancellation of the event due to any act beyond the power of the organisers, or dissatisfaction, the organisers are under no obligation to refund fees paid.

8.2 If an athlete withdraws from the event, Ultimate Athlete doesn't offer refunds, but does offer transfers to other Athletes or races. This must be requested by contacting our team prior to the 4th November 2021.

8.3. You can change your event category up until 4th November 2021 at no charge. Any changes after 4th November 2021 will incur an admin fee of \$15. An additional cost will also apply if you are changing to an event category with a higher entry price.

8.4 If the event cannot go ahead on December 4th for reasons relating to Covid-19 or any other unforeseen circumstances, where possible, we will reschedule to a future date. If this happens we will offer a transfer to the new event date. If you are unable to make the new date you have the following options:

- Transfer your entry to Ultimate Athlete Mount Maunganui (21/05/22)
- An event credit for a future Ultimate Athlete event.

- Full Refund.

## **9. Disqualification from the Event**

9.1. Any entrant who, in the opinion of the organisers, fails to comply with the event terms and conditions may be disqualified from the event. Disqualification will result in the offender's name being completely removed from the event database, including from the prize draw, and may result in a refusal, by the event organisers, to accept entry to future Ultimate Athlete events. No refund will be granted.

9.2. The organiser reserves the right to refuse any person's entry, or cancel any person's entry up to the day before the Ultimate Athlete Event. In that event the person's entry fee will be refunded.

## **10. Prizes**

10.1. To win a major prize, an entrant must be present on the Main Beach Start/Finish Line and fulfil the requirements as set out in the event literature.

10.2. All major prize winners must give proof of their identity and will be required to sign for the prize.

10.3. All prize values are quotes in NZD and include Goods and Service Tax, (if applicable)

## **11. Signing on behalf of others**

11.1 If you are completing this Entry on behalf of others e.g. team members, or on behalf of minors, then you must have them read these Terms and Conditions and obtain their permission (also in the case of a minor, their caregiver) to complete this entry on their behalf. By making the below Declaration, you will be deemed to be also making it on behalf of those persons and with their authority and they will be bound by these Terms and Conditions as if they had personally signed the Declaration.

11.2 It is a requirement that all participants U18 have received permission from their parent or caregiver to participate. The parent or caregiver must take full responsibility for their entry. This permission certifies that the entrant is capable of completing the entered event and is aware of all safety requirements and the terms and conditions outlined in this document.

11.3 These terms and conditions are binding on entrants' relatives, personal representatives, heirs and successors.

## **12. Terms of Merchandise Sales**

12.1 By placing an order you are offering to purchase a product/s and/or service/s and will be subject to our terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure events for which we will not be responsible. In order to order merchandise with Ultimate Athlete you must be over 18 years of age and possess a valid credit or debit card. Where a contract is made between yourself and a third party the contract will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

12.2 Payment of Merchandise upon receiving your order your card will be debited upon authorisation being received. The money received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the money paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

DECLARATION I agree to abide by all the above event terms and conditions . I have read and understand the safety information regarding this event and understand that I participate in this event at my own risk. I hereby attest and verify that I am physically fit and have sufficiently

trained for and reviewed the course descriptions of the event I have chosen to enter. I understand that all walkways, trails and beaches remain open to the public at all times.