## **TERMS AND CONDITIONS KIWI WALK & RUN SERIES**

In choosing to enter this event, I agree to the following terms and conditions: I also agree that only entries received with prior approval from the event office will be accepted. Any entries received that have not been approved from the event office will be deemed invalid.

- 1. I acknowledge that there are risks involved in this event and accidents can happen which may result in injury. I verify that I am physically fit and have sufficiently trained for this event. I agree to participate at my own risk.
- 2. I acknowledge that the event organiser reserves the right to accept or decline entries and issue any special invitations in its sole and absolute discretion. However, entry numbers are limited, and any entries received after the limits have been reached will not be accepted.
- 3. I Agree that in the event of an event cancellation due to conditions beyond the control of the organisers including but not limited to a storm, rain, inclement seasonal weather, winds, "Acts of God", "Acts of Terrorism", infectious disease pandemic, or other conditions, my entry fee shall be non- refundable.
- 4. I acknowledge that it may become necessary or desirable to change the format of the event due to circumstances beyond the control of the organisers. In the event of a change to the format of the event (including, but not limited to, a virtual event or a postponed event) I agree to the changes and that all of the terms and conditions set out herein shall apply to the changed event.
- 5. I agree to comply with all the Event rules, regulations, and instructions in respect of this event and as notified to me in the entry information or otherwise by the event organisers and officials.
- 6. I agree to pay such fees as the organiser may charge for this event. I accept that these fees are non-refundable and non- transferable in any circumstances. The organisers may, however, at their sole discretion grant a refund of fees paid if they deem it appropriate prior to 60 days out from the scheduled event date. A \$10 administration fee will be retained. There are no refunds in any circumstances in the 60 days prior to the scheduled event date.
- 7. Entry fees are non-transferable to other people, other events, or other years. The organisers may, at their discretion, grant a transfer to another person or to the following year based on individual circumstances. A medical certificate may be requested in order to grant any transfers for injury or illness. Any transfer requests must be received prior to 30 days out from each scheduled event. No transfers will be accepted
- 8. I accept that the information gathered from this event (including my entry form details) will be used to administer the event and may be used to promote and market future events. I understand that my details may be passed onto third parties (i.e. sponsors) for promotional purposes relating to the event. I give permission for the use of my picture for any promotional material for this event or future events. I understand that information about my registration may be made available on the event website and elsewhere if the event organiser allows it.
- 9. I (for myself and, where applicable, on behalf of my legal guardian, successors, executors and trustees) release and hold harmless the event owners, organisers, directors, officials, sponsors, promoters, suppliers, local authorities, volunteers and all other persons associated with the event ("the organisers") from any and all liability, claims, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury that may be sustained by me in connection with my entry and/or participation in this event. I (for myself and, where applicable, on behalf of my legal guardian, successors, executors, and trustees) fully indemnify the organisers against any such liability, claims, action or causes of action. I understand that this waiver and indemnity extends to any and all liability,

- whether arising through the negligence, action, or inaction of any of the organisers, or otherwise.
- 10. The organisers may make use of SMS text messages to inform competitors of any event updates or provide information pertinent to competitors. Any messages received shall be free for the recipient. I hereby agree to receive text messages from the event organisers pertaining to this event.
- 11. I acknowledge that to enter this event as an individual the following minimum age restrictions apply:
  - Participants aged under 14 years old must be accompanied by an adult for the entire duration of the event and the accompanying adult takes full responsibility for the safety of the entrant 14 years or under. Participants over the age of 14 can complete the event without an adult accompanying them.
- 12. MINORS (being persons under the age of 18 years on event day or at time of entry): Where any entrant is a minor, that entrant's entry form must be completed by a guardian who must also accept these terms and conditions on behalf of the entrant.
- 13. By submitting this entry form I hereby certify that I accept these terms and conditions. If I am submitting this entry form on behalf of a minor (see clause 13) I certify that I accept these terms and conditions on behalf of the entrant.
- 14. Covid-19: 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.