

**For participation in: 2019 ASB Auckland Marathon, including related programs and/or activities (“Event”)**

**PLEASE READ THIS ENTIRE ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY FORM CAREFULLY BEFORE CONTINUING WITH YOUR ENTRY AND/OR SIGNING. THIS FORM HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**A. INTRODUCTION**

I understand and acknowledge that by electronically checking the box below or signing a paper version of this Acknowledgement, Waiver And Release From Liability Form (“Form”), that I am legally agreeing to the statements in this Form and that these statements are being accepted and relied upon by the Released Parties, as defined below. Please note that the Event website ([www.aucklandmarathon.co.nz](http://www.aucklandmarathon.co.nz)) may contain other terms and conditions that apply to the Event. By participating in the Event I also acknowledge my acceptance of the terms and conditions set out on the Event website and within the Event’s online registration system conducted by Active.com. If another person has submitted my registration for the Event, I understand that person is assumed to be my agent and that person has accepted on my behalf all the terms and conditions set out on this Form, the Event website and within the Event’s online registration system conducted by Active.com. In consideration of being permitted by IRONMAN NEW ZEALAND LTD (hereafter “ORGANISER”) to participate in the Event, I acknowledge and agree as follows:

**B. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

The Event and other activities associated with the Event take place indoors or outdoors in various locations and can include, but are not limited to: warm-up exercises; competitive running and walking, both in practice and in the Event; demo-ing (trying out) gear; participation in clinics, training, demonstrations or other games and activities, attendance at any activities and traveling in planes, vans, buses or other vehicles to and from activities (the Event and other activities collectively referred to in this Form as “activities”). Activities may be scheduled or unscheduled, mandatory or optional, structured or unstructured and include free time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Form as “risks”) of these activities can cause injury, damage, death or other loss to participant or others.** These risks include but are not limited to those associated with: any competitive or athletic activity; the need for extreme fitness and endurance; an outdoor environment; the decision making and conduct of ORGANISER’s staff members, volunteers, contractors, co-participants or others; running, walking or other activities; the participant’s personal health and participation, whether participant’s health conditions are disclosed or undisclosed, known or unknown; locations or premises; equipment; and the conduct of co-participants, spectators and/or other third parties.

**I understand and agree:**

- 1.** I will review all materials received, accurately complete and agree to the registration information, documents and process, and obey all rules and policies at all times. These rules and policies include, but are not limited to, the rules and conditions detailed in this Form and as detailed on the Event website ([www.aucklandmarathon.co.nz](http://www.aucklandmarathon.co.nz)), the Drug Free Sport NZ Authority Regulations, the competitive and administrative rules of Athletics New Zealand, as may be amended, and all traffic laws. Failure to comply in any way with these matters may lead to me being pulled from the Event and disqualified;
- 2.** My final acceptance and participation in the Event is contingent upon ORGANISER’s receipt and review of all required information and forms, including this Form;
- 3.** I am fully capable of participating in the Event without causing harm to myself or others. I further agree that I am physically fit, have sufficiently trained for participation in this Event and I have not been advised otherwise by a qualified medical person.
- 4.** To respect the rights, dignity and worth of every individual at the Event including participants, volunteers and spectators. I will at all times act professionally and responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance;
- 5.** Before participating in any activities, I may inspect the race course, facilities, equipment, and areas to be used, if I choose. I will immediately advise ORGANISER or an Event official if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe.
- 6.** The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and ORGANISER cannot assure my safety or eliminate all risks. ORGANISER representatives are available should I have further questions about the activities or the associated risks;
- 7.** **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death or other loss I may suffer, resulting from those inherent and other risks, including but not limited to the risk of my, a co-participant’s, a Released Party’s, a spectator’s, a volunteer and/or a third party’s passive or active negligence or other misconduct.**

**C. RELEASE AND INDEMNITY**

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY SECTION CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS.**

In consideration of the acceptance of my entry, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

**1. I HEREBY WAIVE, RELEASE AND DISCHARGE** World Triathlon Corporation (WTC), ORGANISER, Event sponsors, Event organizers, Event promoters, Event producers, race directors, Event officials, Event staff, advertisers, administrators, contractors, vendors, volunteers, Auckland Council (or other area or district Councils or local bodies of whatever nature in which the Event may be staged), New Zealand Police, NZTA, and all property owners and provincial, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, trustees, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities (individually and collectively referred to in this Form as the "Released Party" and the "Released Parties") with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively referred to in this Form as "claim" or "claim/s") for any injury, damage, death, lost and/or stolen property or other loss in any way connected with my enrolment or participation in the activities, negligence, whether passive or active, of the Released Parties, any breach by the Released Parties of statutory duty, and/or use of any equipment, facilities or premises, howsoever caused. **I AGREE HERE TO WAIVE ALL CLAIM/S I MAY HAVE AGAINST THE RELEASED PARTIES AND AGREE THAT NEITHER I, NOR MY ESTATE, HEIRS, ASSIGNS OR BENEFICIARIES NOR ANYONE ELSE ACTING ON MY BEHALF, WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS I MAY SUFFER.**

**2. I HEREBY INDEMNIFY AND HOLD HARMLESS** ("indemnify" meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my enrolment or participation in the activities, negligence, whether passive or active, of the Released Parties, any breach by the Released Parties of statutory duty and/or use of any equipment, facilities or premises, howsoever caused.

**3. THIS RELEASE AND INDEMNITY SECTION INCLUDES BUT IS NOT LIMITED TO CLAIM/S FOR PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIM/S RELATED TO EMERGENCY, MEDICAL, DRUG AND/OR HEALTH ISSUES, RESPONSE, ASSESSMENT OR TREATMENT), PROPERTY DAMAGE, LOSS OF CONSORTIUM, BREACH OF CONTRACT OR ANY OTHER CLAIM, INCLUDING CLAIM/S RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**D. OTHER PROVISIONS**

**I understand and agree:**

**1.** If I am signing as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf. If my guardian status is challenged or found invalid, I will defend and indemnify the Released Parties, to the fullest extent allowed by law and per the provisions of this Form, just as if I were the participant's lawful legal guardian.

**2.** If I wish to withdraw from the Event, or transfer my registration to another distance of the Event or to a third party, I must do so myself through my online registration, and the Event specific cancellation and/or transfer policy set out on the Event website will apply.

**3.** The athlete information packets (which contain each athlete's race bib and timing chip) must be picked-up by the registered athlete in person at the scheduled athlete check-in prior to the Event, as detailed on the Event website ([www.aucklandmarathon.co.nz](http://www.aucklandmarathon.co.nz)). I hereby acknowledge that photo identification will be required to check-in and pick-up my athlete information packet.

**4.** I authorise ORGANISER staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by ORGANISER, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes. I agree to provide the name and contact phone number of a person, who is not a participant in the Event, who can be contacted in the event of an emergency, which person will be available during and after the Event.

**5.** I grant to ORGANISER, its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by ORGANISER and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.

**6.** I consent to ORGANISER providing my personal details to (i) FinisherPix which may contact me via email to alert me when photos from the Event are available on its website, <http://www.finisherpix.com/home.html> and (ii) other third parties for non-marketing related matters.

**7.** I consent to my name and contact details being included on the ORGANISER Event database and that unless I specify to the contrary, I will be subscribed to various ORGANISER related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the ORGANISER Event database I will still receive newsletters that relate to the Event in which I have registered. I also agree that it is my responsibility to obtain information and Event up dates from the Event website, (if applicable).

**8.** I am fully responsible for the security of my personal possessions at the Event and ORGANISER will not be liable for the replacement of any personal possessions.

**9.** ORGANISER reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify any participant from the Event. If I am dismissed or depart for any reason, I agree that I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my Event entry application is denied or revoked, I agree that ORGANISER is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that ORGANISER denies or disqualifies any participant from the Event (either before or during the Event), ORGANISER will not refund any entry fees to that participant where the participant has misrepresented their eligibility to participate in the Event at the time of entry or has breached any of the conditions of this Form.

**10.** ORGANISER, in its sole discretion, may delay, modify, or cancel the Event, including the right to alter the advertised course or start time (at their absolute discretion). If the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of ORGANISER, there shall be no refund of the Event's entry fee or any other costs incurred in connection with the Event.

**11.** This Form is effective in regard to participant's enrolment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.

**12.** ORGANISER may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form.