

**Participants Agreement WARNING:** This agreement affects your rights. This waiver must be read and accepted by all entrants (For competitors under 18, a parent or guardian must read and accept)

I agree to compete in the Sparke Helmore Newcastle City Triathlon event on the following basis: 1. I acknowledge that competitive triathlon, aquathlon, duathlon, mountain biking, swimming, cycling, and running involves 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 to name a few. 2. I understand that I should not compete in this event unless I have trained appropriately, and a medical practitioner has verified my physical condition. 3. By competing, I accept all risks necessarily flowing from my participation that could result in loss of life or permanent injury. Accordingly, I release all people associated with the conduct of the event from, and will indemnify them against, all liability (including liability for their negligence) for all injury, loss or damage (including loss of life and personal injury) arising out of or connected with my participation in this event. For clarification, the people released include event organisers, promoters, sponsors, managers including but not limited to Humphreys Events Pty Ltd ta H Events; Triathlon Australia, its members state and territory triathlon associations; medical and paramedical practitioners and personnel; Police Officers; Newcastle City Council; Port Authority of NSW, Port Authority of Newcastle, Hunter and Central Coast Development Corporation, Department of Land and Property Management Authority, Transport for NSW; Urban Growth NSW and all of their respective directors, officers, employees, agents, contractors and volunteers including event medical and paramedical personnel. This release and indemnity continue forever and binds my heirs, executors, personal representatives and assigns. 4. I consent to receiving any medical treatment that event organisers think desirable during or after the event. 5. I consent to event organisers using my name, image, and likeness, before during or after the event, for event promotional broadcasting or reporting purposes in any media. 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, race safety briefings) are a service to me and other competitors but are not a guarantee of safety. 8. I am fully responsible for the security of my personal possessions at the event. 9. Any registration is not transferable to other people, except with the express approval of H Events, which may be given or withheld in its absolute and sole discretion. If you are unable to compete your registration fee is non-refundable, except with the express approval of H Events, which may be given or withheld in its absolute and sole discretion. If the event is postponed to another date, your entry will automatically change to the new date, or if you are unable to participate on the other date, you will accept a credit towards a future H Events event. If the event is cancelled then a refund of the registration fee may be applied, but only to the extent that the registration fee (or part of it) has not already been expended (including having entered into any commitments to expend in the future) by H Events (as at or before the date of cancellation) as part of the cost of organising the event. 10. The Event and the conduct of, and participation in the Event may be affected by weather and associated conditions. Given there is often an element of 'luck of the prevailing conditions' in entering and competing in the Event I acknowledge and agree the Event organisers cannot control the weather and associated conditions. I accept that in the event of extreme weather conditions the Triathlon Organisation reserves the right to alter the format of, shorten, or cancel the Event in the interest of competitor safety. I acknowledge Triathlon Australia Event Operations Manual – December 2018 Page 91. that the Triathlon Organisation will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should prevailing weather conditions force any change I accept that the Triathlon Organisation is not obliged to provide any refund to me, nor to provide a credit or transfer for me to another Triathlon event, nor to restage the Event, as weather and associated conditions are beyond the control of the organiser. 11. I will notify you regarding details of any medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed. 12. I agree to abide by all race rules and directions issued by the event organiser. 13. I certify that I am 18 years of age or older and I have read this document and fully understand it. 14. I acknowledge this waiver and release binds my heirs, successors, executors and administrators. 15. I understand that an electronic transponder will be used for timing all competitors in the event and this will entail wearing the device on a loan basis. I undertake to return the 'transponder loaned to me as a competitor and will pay the organisers the amount of AUD \$50 (including GST) if I fail to return the transponder at the conclusion of the event/race. I understand that finishing any part of the event without the transponder will result in an official finish result. 16. I understand that my email address will be stored in the H Events database and I will receive information via email regarding this and other similar events. I understand I can unsubscribe from this service. 17. If I am entering a team including participants other than myself, I am aware that they will be asked to sign a hard copy waiver before they participate in the event.

Name: .....

I have read the Participant’s Warning above and agree to its contents.

Signature of competitor/s

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Date ...../...../.....