



Participants Agreement – 24 Feb 2019

WARNING: This agreement affects your rights. This waiver must be read by all entrants (For competitors under 18, a parent or guardian must read and accept) I agree to compete in this event on the following basis: 1. I acknowledge that competitive triathlon, swimming 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 Sparke Helmore Lawyers; Spamil Pty Limited, Humphreys Events Pty Ltd ta H Events; Triathlon Australia Limited, its members state and territory triathlon associations; medical and paramedical practitioners and personnel; Police Officers; Newcastle City Council; Newcastle Port Corporation; Roads and Maritime Services; Hunter and Central Coast Development Corporation, Port Authority of NSW, Department of Land and Property Management Authority, Nobby’s Surf Life Saving Club and all of their respective directors, officers, employees, agents, contractors and volunteers including event medical and paramedical personnel. This release and indemnity continues 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, and bicycle and helmet safety checks) 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. My registration is not transferable to other people. If I am unable to compete, or if the event is cancelled, my registration fee is non-refundable. 10. 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. 11. I agree to abide by all race rules and directions issued by the event organiser. 12. I certify that I am 18 years of age or older and I have read this document and fully understand it. 13. I acknowledge this waiver and release binds my heirs, successors, executors and administrators. 14. 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 no split times and/or an official finish result.

Name: Name: Name:

I have read the participant’s warning above and agree to its contents. DATE ____/Feb/2019

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