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PARTICIPANT’S AGREEMENT \*

(\* You Must Tick the box when registering as recognition you have read and understand this waiver)

WARNING: THIS IS A LEGAL DOCUMENT AND A CONTRACT WHICH AFFECTS YOUR RIGHTS

I agree to participate at the 13th Beach Health Services "Barwon Heads Triathlon", in which I am entering, on the following basis:

1. By participating I accept all risks necessarily from my participation which would result in loss of life or permanent injury.

Accordingly I release all people associated with the conduct of events from and will indemnify them against all liability (including liability for their negligence) for all injury, loss or damage arising out of or connected with my participation in events.

For clarification, the people released include SW Events Pty Ltd, event organisers, promoters, sponsors, managers, Triathlon Victoria Inc, Triathlon Australia Ltd, other state and territory associations, Triathlon Clubs and all of their respective directors, officers, employees, agent, contractors and volunteers including event medical and paramedical personnel. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.

2. I understand that an electronic transponder may 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 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.

3. I acknowledge that such events involve the real risk of injury or risk of death from various causes, including over-exertion, equipment failure, dehydration, accidents with other competitors, spectators and road uses, the course and weather conditions, just to name a few.

4. I understand that I should not participate in events unless I have prepared appropriately and my physical condition has been verified by a medical practitioner, who has not advised me otherwise.

5. I warrant that I will inspect the Event course and arenas and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the Event (‘Event Staging Area’) and agree that I will not participate in the Event unless I am completely satisfied with the adequacy and condition of the Event Staging Area.

6. I understand that the information I have provided herein will be included in a SW Events Pty Ltd database and may be disclosed on occasions to the Australian Institute of Sports Commission, State Institutes and Academies of Sport and the Australian Sports Drug Agency.

I also understand that information of a biographical nature including my name, date of birth, home state, results career highlights and interests may be released to the media in response to general requests.

7. I understand that compulsory insurance cover affected for participants in events and training does not cover me for all injury, loss or damage sustained by me, e.g. Heart failure and muscle fatigue.

8. The sanctioning process undertaken by Triathlon Victoria Inc. and safety precautions undertaken by event organisers (such as course supervision, race safety briefings, bicycle and helmet safety checks) are a service to me and other competitors but are not a guarantee of safety.

9. I agree to abide by all the Rules of Triathlon Australia which relate, in part, to safe and fair sporting practice.

10. I agree to abide by the Triathlon Victoria Codes of Behaviour found on the Triathlon Victoria website and I agree that I will abide by the rules and conditions of the Event, including those instruction in any literature or verbal or written form.

11. I hereby agree that in the event of a race / event cancellation due to storm, rain, inclement weather, winds or other 'Act of God' conditions, my entry fee shall be non-refundable.

12. I acknowledge that my entry fee may be non-refundable within and under the statutes of the “Barwon Heads Triathlon” Withdrawal Policy and that should I wish to withdraw from the race, an admin fee will be charged. I have made myself familiar with the “Barwon Heads Triathlon” Withdrawal policy. Note that all entry fees are non-refundable under the following conditions:

a. If withdrawal is made after the cut-off date nominated in the withdrawal policy

b: The race is cancelled under 'force majeur'.

13. I confirm that I am either (A) A member of Triathlon Australia through a state association or (B) I have entered as a One Day Member of Triathlon Australia.

14. I acknowledge and consent to photographs and electronic images being taken of me before, during or after the event by an official representative of the event organiser. I acknowledge and agree that such photographs and electronic images are owned by the event organiser and that the event organiser and event sponsors may use the images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary. The event organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the event organiser.

15. I acknowledge and consent to the event organisers providing photographs and electronic images of me to media outlets for the purpose of promoting photographs from the event.

16. I certify that I am 18 years of age or older, or that I am the parent / guardian of the athlete competing and I have read this document and fully understand it.

17. If I enter this event as a member of Triathlon Australia and it is subsequently found that my membership has expired or I am not a member, I hereby authorise Triathlon Victoria to subsequently alter my entry to that of a "non-member of TA" and charge my Credit Card for the cost of a One Day Membership of Triathlon Australia.

\*NOTE: If you are under 18 years of age, your parent or guardian must tick the box to signify agreement with the contents of this Waiver.

REFUND POLICY

The 'Barwon Heads Triathlon' entry fees, once paid and processed, are not refundable other than in exceptional circumstances.

Applications for refunds must be made in writing to the Event Director, setting out the exceptional circumstances claimed. All applications will be considered by the Event Director on a case-by-case basis and the Event Director’s decision on each case will be final. General injury from triathlon training and racing is not considered exceptional circumstances. Refund of entry fees may incur an administrative fee, which will be deducted before fees are refunded. Please note, online registration booking fees are non-refundable.