

Event waiver and terms & conditions for the 2023 Pay What You Want Tauranga Half Marathon

1. I understand that participating in the event involves running or walking on public roads and footpaths used by other people and traffic and I am aware of the hazards involved. The hazards include but are not limited to: vehicle traffic, actions of entrants, public, event crew, suppliers, stakeholders, weather conditions and my physical and mental state of health. In my judgment I have sufficient competence and experience to participate safely.
2. I certify that I am physically fit, have sufficiently prepared for participation in this event and I have not been advised otherwise by a qualified medical person.
3. I certify that my participation will be fully supervised on the day by an adult (over 18 years) if under the age of 14 on the day of the event, and that this adult will be responsible for my compliance with the clauses in this waiver.
4. I will abide by the event rules in the official printed race briefing document provided to me at pre-race registration. I will follow the course set out for my event and follow all instructions given to me by event crew, at all times. Failure to comply in any way with these matters may lead to me being disqualified from the event.
5. I will wear the event number and timing transponder/chip as directed by the event organisers. I must return the timing transponder/chip after the event (whether I participate and/or finish or not) otherwise I will be charged by the event organisers, and I agree to pay \$50 for its non-return to the event organisers.
6. 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:
 - 6.1. I HEREBY WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, my participation in or my travelling to and from this event, the following persons or entities: The event organisers, event personnel, land managers and/or owners, event sponsors, volunteers, Tauranga City Council, or local bodies of whatever nature in which the event may be staged, and all of the above respective officers, directors, employees, independent contractors, representatives, agents and volunteers.
 - 6.2. I HEREBY INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in (6) above from any and all liabilities, claims or actions (including negligence) whatever and however caused which may arise, at any time, as a result of or in connection with, directly or indirectly, my participation in or my travelling to and from this event.
7. I acknowledge that the event organisers reserve the right to alter the advertised course or start time (at their absolute discretion).

8. I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness during the event, and I allow that information to be passed on to the event organisers or third parties as necessary.
9. I authorise the use of my name, voice and picture and any information provided by me in the entry process to be used without payment in any broadcast, telecast, communication, promotion, or advertising, and I also agree that the information I have provided may be used by the event organisers for the purpose of promoting future or other events, or for the promotion of the event charity(ies), event sponsors' products and services.
10. I acknowledge that the event organisers have the absolute discretion in accepting my entry, which may be revoked at any time (at the discretion of the event organisers), and in the award of any results I will abide fully and without dispute with all such decisions of the event organisers.
11. All transactions are in New Zealand Dollars (NZD).
12. Force Majeure Cancellation/Alteration Policy.
 - 12.1. I understand and agree that as a result of a Force Majeure Event, or as a directive of police or local authorities, organisers of the event may be forced to either cancel the event in full, or to alter aspects of the event without notice. Alterations may modify, delay, shorten, re-route or stop some aspects of the planned event, or include a virtual format.
 - 12.2. Force Majeure Events may include 'Acts of State'/government restrictions/directives which make staging the event illegal, epidemics/pandemics, communicable disease outbreaks, war, riots, insurrection, acts of terrorism, protests, work stoppage, slowdowns, labour difficulty, natural disasters (floods, fires, hurricanes, tornadoes, volcanic eruptions, earthquakes, tsunamis), forecast or actual major adverse weather events (relating to cyclones/storms/wind/rough water/rainfall/hail/lightning) or other health and safety concerns which make delivering the event as planned unsafe. Outside of above, Force Majeure Events cover any other cause beyond the organiser's reasonable control which make it impossible for some or all aspects of the event to occur as planned.
 - 12.3. Should a Force Majeure Event or a directive of police or local authorities impact the planned event at any time from **0000hrs on Saturday the 18th of March 2023 until 1300hrs on Sunday 2nd April 2023**, regardless of what, if any, aspects of the event do occur on Sunday 2nd April 2023, I understand and agree that:
 - there will be no contingency date for the 2023 event.
 - there will be no refund of any costs incurred by an entrant in connection with entering the 2023 event.
 - there will be no entry transfers made to any future events.
 - there will be no refund of any entry fees paid.
 - 12.4. Should a Force Majeure Event or a directive of police or local authorities impact the planned event at any time before **1159hrs on Friday the 17th of March 2023**, regardless of what, if any, aspects of the event do occur on Sunday 2nd

April, 2023, I understand and agree that:

- there will be no contingency date for the 2023 event.
- there will be no refund of any costs incurred by an entrant in connection with entering the 2023 event.
- entries will be transferred to the following year's event
- entrants may apply for an event refund in accordance with our "Refund What You Want" policy.

13. Other Cancellation/Alteration Policy

13.1. Should the event be cancelled in full for any reason other than at the direction of police or local authorities, or due to a Force Majeure Event, I understand and agree that the event will provide a remedy to entrants that will be consistent with its obligations under the NZ Consumer Guarantees Act.

13.2. If the event is altered for any reason (alterations may modify, delay, shorten, re-route or stop some aspects of the planned event, or include a virtual format) other than at the direction of police or local authorities, or due to a Force Majeure Event, I acknowledge and agree that in these circumstances any such alteration of the event is a not a major failure within the meaning of the NZ Consumer Guarantees Act, and that the altered event remains fit for purpose and provided within a reasonable time.

14. Refund / Transfer / Distance Change Policy

14.1. Should personal circumstances prevent me from participating in the event (or completing the event), I understand and accept that:

- my entry fee is non-refundable.
- my entry fee is not transferable to any future event.
- my entry fee may be transferred to another person (charges may apply).
- I may change the distance entered (charges may apply).

14.2. All change requests must be made via email or in person at the pre-race registration venues.

15. Workplace Shout Terms and Conditions of entry

15.1. The event will not refund any entry fees paid by individuals of workplaces prior to a workplace officially signing up to the Workplace Shout. Any refund arrangement is between the entrant and their workplace.

15.2. The event will not refund any entry fees paid by individuals prior to them being made aware that their workplace was involved in the event. Any refund arrangement is between the entrant and their workplace.

15.3. Once an entry code has been provided to a workplace, it is the responsibility of the workplace to check the supplied entrant list to ensure each use of the entry code is valid. The event will invoice for all uses of the entry code as per the final report generated at 5.00pm Monday 27th March 2023.

15.4. A fee of \$5.00 applies for all distance changes requested by workplaces. This fee is added as a separate line item to the final event invoice. Please note: Workplaces who commit to paying full RRP for their event entries are exempt from distance change fees.

- 15.5. A final entry code report will be generated at 5.00pm Monday 27th March 2023 including all the current entrants and the distance entered. This report will be emailed to the workplace contact provided. This report is also available to view at any time using the reporting link provided to each workplace.
- 15.6. On the afternoon of Thursday 30th March 2023 or the morning of Friday 31st March 2023, race numbers can be delivered to your workplace. The race numbers delivered will be accurate as per the final report. When workplaces have requested pre-event delivery of race numbers, it is the responsibility of the workplace to distribute these race numbers to their entrants. Any re-issue of race numbers due to a failure of a workplace to distribute will incur a \$5.00 fee per re-issue.
- 15.7. Should entrants from your workplace need to make changes (distance or transferring entry to another person) after the final report, this can only be done at the Saturday or Sunday pre-race registration venues. Changes made for workplaces at either Saturday or Sunday pre-race registration venues will incur a \$5.00 fee. This fee is added as a separate line item to the final event invoice. Please note: Workplaces who commit to paying full RRP for their event entries are exempt from change fees.
- 15.8. On Monday 3rd April 2023 our registration team will prepare an event invoice payable on or by Thursday 20th April 2023. The invoice will include:
- All entries as per the final report supplied at 5.00pm Monday 27th March, 2023 (should personal circumstances prevent an entrant included on your report form from participating on the day, entry fees for that entrant still apply).
 - Any change fees applicable
 - Any reissue of race number fees

ENDS