

Full Terms and Conditions

1.1 I understand that competing in the event involves running or walking on public roads 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 competitors, spectators, event personnel, weather conditions and my physical and mental state of health. In my judgment I have sufficient competence and experience to participate safely.

1.2 I certify 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.

1.3 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.

1.4 I will abide by the event rules provided to me in the official printed race briefing document (handed 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 officials, at all times. Failure to comply in any way with these matters may lead to me being pulled from the event and disqualified.

1.5 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.

1.6 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:

a) 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 Officers and 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, New Zealand Police, and all of the above respective officers, directors, employees, independent contractors, representatives, agents and volunteers.

b) I HEREBY INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in 1.6(a) 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.

1.7 I acknowledge that the Event Organisers reserve the right to alter the advertised course or start time (at their absolute discretion).

1.8 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.

1.9 I authorise the use of my name, voice and picture and any information provided by me on this entry form 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.

1.10 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.

1.11 Transaction Currency Disclosure. All transactions are in New Zealand Dollars (NZD).

1.12 Force Majeure and Cancellation/Alteration Policy.

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 (the PWYW Tauranga Half Marathon) may be forced to either cancel the event in full, or forced 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.

Should a Force Majeure Event or a directive of police or local authorities impact the event at any time, regardless of what, if any, aspects of the event do occur on Sunday 11th April, 2021, I understand and agree that:

- there will be no Contingency/Reserve Day for the event in 2021.
- there will be no refund of any costs incurred by an entrant in connection with entering the event.
- there will be no entry transfers made to any future events.
- there will be no refund of any entry fees made*.
- *Our 'Refund What You Want' policy will apply in scenarios where Bay of Plenty Region is not in Alert Level 1 on Friday the 26th of March, 2021 and the event is cancelled.

Force Majeure Events may include 'Acts of State'/government restrictions/directives which make staging the event illegal, epidemics/pandemics, communicable disease, 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.

If the event is 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.

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.

1.13 Transfer/Refunds/Distance Changes Policy

- 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.
- Our Refund What You Want policy will apply in scenarios where Bay of Plenty Region is not in Alert Level 1 on Friday the 26th of March, 2021 and the event is cancelled.
- No transfers will be made to any future event.
- Transfer of your entry to others is possible. Distance changes to your entry are also possible. All transfer requests must be made via email or in person at the pre-race registration venues.