

## **Terms and Conditions of Entry – MTB National Championships the Event**

**By participating in the Event, I acknowledge that I have read and accepted all the below terms and conditions:**

### **1. Acknowledgement of Risk and Medical Concerns:**

1.1 I hereby acknowledge and assume all the risks of participating in the Event. Whilst every endeavour will be made to ensure my safety, I acknowledge that participating in the Event involves a real risk to me and other participants of serious injury or even death from various causes including exertion, equipment failure, dehydration, collisions or incidents involving other competitors, spectators, other road users and/or vehicles, aspects of the course or bad weather conditions and other causes. I understand that the Event may be held over public roads and in and on facilities open to the public during the Event and upon which hazards are to be expected

1.2 I understand I should not enter or participate in the Event unless I have trained appropriately and had any current health concerns checked by a medical practitioner

1.3 By participating in the Event I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, to the maximum extent permitted by applicable law, I release all persons or organisations associated directly or indirectly with the conduct of the Event, including sponsors or other stakeholders and service providers, from all claims, demands and proceedings arising out of my participation, and I hereby indemnify them against all liability (including liability for their own negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall include Cycling New Zealand ("Event Organiser"), all sponsors and service providers and their respective managers, officers, agents, contractors, employees and volunteers including medical and paramedical people appointed for the Event, the owners, licensees and occupiers of land upon which this event or any part of the Event is conducted, any statutory body or local authority having control over any land upon which is involved directly or indirectly with the Event in any manner whatsoever and the Event Organiser. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assignees

1.4 I consent to receiving any medical treatment the Event Organiser and/or Medical Provider deems necessary at the Event Organiser's discretion before, during and/or after the Event

1.5 I agree to be responsible and assume liability for any and all costs incurred as a result of my training for and/or participation in the Event, including but not limited to travel and accommodation costs, ambulance transport services, hospital stays, medical care and treatment including any rehabilitation, and medical and pharmaceutical goods and services

1.6 I acknowledge that safety precautions undertaken by the Event Organiser are a service to me and other participants but are not a guarantee of my safety

1.7 I acknowledge that I will inform the Event Organiser on my registration form or prior to the Event in writing of any illness or condition including any pre-existing condition from which I suffer or might suffer that might affect my performance or be relevant if medical treatment is needed. The Event Organiser may, in the Event Organiser's sole discretion, exclude me from the Event if the Event Organiser deems this appropriate for my safety or the safety of other participants.

1.8 I consent to the Event Organiser to request full and complete medical treatment notes from the Event Medical Provider in order to prepare any incident reports and action follow up procedure if required.

1.9 WorkSafe may be notified of serious injuries, including the provision of my personal information and that I will liaise with WorkSafe and Event Organiser as required.

### **2. Consent to Use of Personal Information including Use of Image:**

2.1 I acknowledge that my personal information will be collected, held, used and provided by the Event Organiser to persons or organisations associated directly or indirectly with the conduct of the Event, including sponsors or other stakeholders and service providers ("Partners"), for purposes connected with the organisation, conduct and promotion of the Event.

2.2 I agree to my name and contact details being included on the Event's database which may be used for commercial purposes by the Event Organiser or any Partners. This may include informing me or contacting me about events, products, brands, special offers, publications and other promotions in which the Event Organiser or any Partners think I might be interested in (including via email or other electronic communication). The Event Organiser will keep my personal information secure and hold it in a database in accordance with the Privacy Act 1993 and any amendments

2.3 I agree, to the release (to or by the Event Organiser, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

2.4 I consent to the Event Organiser and its Partners using my image, name and likeness and video and film footage before, after and/or during the Event for event promotion, broadcasting or reporting in any media in relation to the Event or for the Event Organiser's or its Partners' own commercial or other purposes in perpetuity

2.5 I consent to the Event Organiser having unlimited rights to my image, likeness, names and video and film footage for promotional purposes

2.6 I understand that if I do not want my details to be passed on to the Official Race photographer, who will notify me when my photographs are available online (via the email address supplied), I am to contact the Event Organiser prior to the Event by emailing [events@cnz.kiwi](mailto:events@cnz.kiwi)

2.7 I understand that all ownership and copyright rights in the images and video/film footage shall be owned by the Event Organiser (or its licensors) and I waive any inspection or approval rights. I understand and agree that my name, bib number and race results will be available to the public during and after the Event.

### **3. Entries**

3.1 All competitors under 18 years of age at the date of the Event require the consent of a parent or guardian. This consent is given by the agreement to these terms and conditions by the participant's legal guardian

3.2 If I am entering and agreeing to these terms and conditions as the participant's legal guardian, I have the legal authority to act for the participant and on their behalf

3.3 I you need to withdraw from the Event under any circumstances, including but not limited to withdrawal either before or during the Event due to personal injury or illness of any degree or exclusion by the Event Organiser or cancellation or modification of the Event, no refund will be offered.

3.4 I acknowledge that if the Event is cancelled or postponed due to circumstances beyond the control of the Event Organiser such as extreme weather, fire, flood, earthquake or any other circumstance following which the Event Organiser deems it unsafe to hold the Event, my entry fee is not refundable in part or full. In good faith however, we will do our utmost to return to entrants any unspent monies minus the event's unrecoverable costs.

### **4. Rules and Regulations**

All riders, officials, volunteers, coaches, managers and event organisers in this event are also subject to: - CNZ licence terms and conditions - CNZ policies including but not limited to the Cycling New Zealand's Code of Conduct, Child & Vulnerable Adult Protection Policy, Trans Person Policy and Disciplinary Policy - Cycling New Zealand Schools Rules (for School events) - Cycling New Zealand Concussion Guidelines (for MTB events) - UCI Rules and Regulations

4.1 I understand and agree to the rules and regulations to which this Event is held under (including the rules and regulations detailed on these Terms and Conditions and as detailed on the Event website. I understand and agree to the Cycling New Zealand, My Member Organisation, the Oceania Confederation, the UCI rules and regulations, Drug Free Sport NZ Authority regulations (each as amended from time to time) and all New Zealand traffic laws.

4.2 I will comply with all disciplinary measures taken against me by Cycling New Zealand, my Member Organisation, the Oceania Confederation or the UCI and take any appeals and litigation before the authorities provided for in the Constitution or Regulations of Cycling New Zealand, my Member Organisation, the Oceania Confederation or the UCI

4.3 I accept the Judicial Panels established by Cycling New Zealand and my Member Organisation, the New Zealand Sports Disputes Tribunal and the Court of Arbitration for Sport (CAS) as the only competent jurisdictions in cases provided for by the Regulations of Cycling New Zealand and UCI and that, in the case of CAS, its decisions will be final and binding and not subject to further appeal; subject to paragraph (i), any litigation with the UCI shall solely be submitted to the Court of Arbitration for Sport (CAS)

4.4 I agree to submit to in-competition and out-of-competition testing at any time as provided in the UCI Anti-Doping Rules, Drug Free Sport NZ, Cycling New Zealand's Anti-Doping Policy and its' related documents. I agree that all samples collected from me under the UCI Anti-Doping Rules are owned by the UCI and that such ownership may be transferred by the UCI to another Anti-Doping Organisation, or ownership transferred from another Anti-Doping Organisation to the UCI.

4.3 I agree to abide and be bound by Cycling New Zealand, my Member Organisation, the Oceania Confederation and the UCI Anti-Doping Rules, as well as all documents adopted by Cycling New Zealand, my Member Organisation, Oceania Confederation and the UCI in connection with its Anti-Doping Rules and in connection with the World Anti-Doping Code.

4.4 I agree that Cycling New Zealand and my Member Organisation may use the information collected in this form for purposes relating to my membership of Cycling New Zealand and my Member Organisation and for communicating with me about my membership and matters affecting my Member Organisation and Cycling New Zealand

4.6 I understand additional event information will be available on the Event website

4.7 I understand that it is my responsibility to have my bike and helmet checked before coming to the Event

4.8 I understand that all roads are open to other road users and that I must obey all road rules and the directions of the Event Organiser including marshals, traffic management direction and directions from the Police. This includes but is not limited to keeping as far left as practical at all times and never crossing the centre line

4.9 I acknowledge and agree that if I breach any of these Terms and Conditions of Entry or fail to adhere to any direction of the Event Organiser, including the Event Organiser's agents, officials, employees and contractors, whether before or during the Event, the Event Organiser may immediately exclude me from the Event. I agree that if excluded I will immediately remove myself from the Event including ceasing to ride until the Event has concluded

4.10 I understand that I must report to Event Organiser as soon as possible if I decide to pull out of the Event

4.11 I acknowledge that by reason of circumstance beyond the control of the Event Organiser it may become necessary to change the format, delay or cancel the Event, and if that occurs, I consent to the changes and I agree that each and every one of the conditions set out in these Terms and Conditions shall apply to the changed event.

4.12 I will participate in this event and activity in a fair and safe manner.

## **5. Eligibility and Age Categories:**

5.1 I acknowledge that I meet the Entry Criteria as stated on the Event website

5.2 Age categories are based on age as at 31 December in the year of the race

5.3 The minimum age for entry is outlined on the event website

5.4 The nationality eligibility for entry into National Events is outlined in the rules and regulations

## **6. Miscellaneous:**

6.1 I acknowledge that I am personally responsible for my possessions at the Event

6.3 I agree that the event can retain my name and contact details and that they can be supplied to the Ministry of Health should they need to contact trace to support the governments national health response to Covid-19