



## Mount Pacific Downwind

### Indemnity

**Please read carefully before signing acknowledgement, waiver and release from liability and potential claims based upon negligence or other claimed misconduct.**

1. I have read and understood the event information, race rules, terms and conditions of entry (available on the website [www.dare2sweatevents.co.nz](http://www.dare2sweatevents.co.nz)) and I agree to abide by these, the decisions and instructions of the race organizer and officials, and all regulations governing the event. I understand that my entry may be void and/or I may be disqualified from the event, if through my actions or inactions, or behavior, in the opinion of the race organizer, I break any of the rules or I bring the event or sport into disrepute. I further understand the organizer reserves the right to reject an entry without justification for their actions.
2. I understand that this activity involves open water paddling, and I am aware it carries a degree of risk and is potentially dangerous. I agree that my participation in this event is entirely and knowingly at my own personal risk and I am solely responsible for my own safety and property, including the cost of any services required in recovery of myself or my property as a result of an incident. I am aware the hazards include, but are not limited to, the condition of my equipment, actions of other competitors, spectators, the organizer and officials, land and property owners, members of the public, weather conditions, sea temperament and water temperature, and all features encountered on the course.
3. I certify I am physically fit, have trained sufficiently for participation in this event and have not been advised otherwise by a qualified medical professional or trainer. In my judgment I have sufficient competence, experience and skill to complete the event on the craft I will paddle in the event. I do not believe that my health or safety, or that of fellow participants, support crew, officials, spectators, land and property owners or members of the public will be put at risk by my participation in this event.
4. I hereby give consent to receive medical treatment which may be deemed necessary in the event of injury, accident and/or illness during the event.
5. The organizer reserves the right to postpone the event; alter the advertised course or start time; or cancel the event if conditions warrant.
6. I have read the information concerning withdrawal, cancellation of the event, and refunds of entry fees and agree to all conditions set forth in the general event information.
7. I hereby take action for myself, support crew, my executors, administrators, heirs, next of kin, successors and assigns as follows:
  - a) Waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, property loss, and all other foreseeable risk or claims or actions of any kind (including negligence) whatever and however occurring which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my traveling to and from this event the following person or entities : Dare 2 Sweat Events Ltd and its directors; land and property managers and/or owners; event sponsors; volunteers; event organizers; all city, town, regional, or district councils; or other areas of whatever nature in which the event may be staged and their (its) representatives, respective officers, directors, employees, independent contractors, agents, and volunteers.
  - b) Indemnify and hold harmless the persons or entities mentioned in paragraph 7(a) above from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and traveling to and from this event.
  - c) If for any reason Dare 2 Sweat Events Ltd and/or its directors are liable to the entrant in contract, tort or otherwise, the combined maximum liability of Dare 2 Sweat Events Ltd shall be to a sum equal to twice the entry fee paid by the entrant for this event.
8. I understand that during the event or related activities I may be photographed, filmed or interviewed. I agree to allow my name, email, picture and voice likeness in print, electronic mail, photography, video/DVD, film to be used for any legitimate purpose, including but not limited to, the promotion of future events, and other products and services by Dare 2 Sweat Events Ltd, the event sponsors and /or assignees, at no cost.
9. I understand that I have the right under the Privacy Act 1993 to access and correct any info held about me.
10. I understand that the official event registration, briefing, start and finish, plus prize giving will be held at both private venues and public sites and I must respect land/property owner's and the public's rights.
11. I hereby declare that all information given on the entry form is true and correct.