

**Fulton Hogan Mount Festival of Multisport**  
**TERMS AND CONDITIONS**  
***Updated 08/06/23***

In choosing to enter this event, I agree to the following terms and conditions: I also agree that only entries received with prior approval from the race office will be accepted. Any entries received that have not been approved by the race office will be deemed invalid.

1. I acknowledge that triathlons and the individual disciplines associated with a triathlon are inherently dangerous and serious accidents can and often do happen which may result in injury. I verify that I am physically fit and have sufficiently trained for this competition. I agree to participate at my own risk.
2. I acknowledge that the event organiser reserves the right to accept or decline entries and issue any special invitations in its sole and absolute discretion. However, entry numbers are limited, and any entries received after the limits have been reached will not be accepted.
3. I agree that in the event of an event cancellation due to conditions beyond the control of the organisers including but not limited to a storm, rain, inclement seasonal weather, winds, "Acts of God", "Acts of Terrorism", infectious disease pandemic (for example, COVID 19) , or other conditions, my entry fee shall be non- refundable.
4. I acknowledge that it may become necessary or desirable to change the format of the event due to circumstances beyond the control of the organisers. In the event of a change to the format of the event (including, but not limited to, a virtual race) I agree to the changes and that all of the terms and conditions set out herein shall apply to the changed event.
5. I agree to comply with all the event rules, regulations, and instructions in respect of this event and as notified to me in the entry information or otherwise by the event organisers and officials. I acknowledge that the Triathlon NZ Competition Rules and age group guidelines apply to the Triathlon and Aquabike events, including teams, and declare that I have read and understood those rules.

6. Refunds: I agree to pay such fees as the organiser may charge for this event. I accept that these fees are non-refundable in any circumstances.
7. Transferring your entry to 2025: The organisers may, at their discretion, grant a transfer to the following year based on individual circumstances. A medical certificate will be required in order to grant any transfers for injury or illness. Any transfer requests must be received prior to December 1<sup>st</sup> 2023. From December 1<sup>st</sup> 2023, any accepted transfer requests will incur a \$50 admin fee. I agree to pay such fees as the organiser may charge for this event. I accept that these fees are non-refundable in any circumstances and that no transfers will be accepted from January 15<sup>th</sup> 2024 (event week). I understand that I can only transfer my entry once and any further transfer requests will not be accepted.
8. Transferring your entry to another participant: The organisers may, at their discretion, grant a transfer of my entry to another person, based on individual circumstances. Any accepted transfer requests will incur a \$50 admin fee. I agree to pay such fees as the organiser may charge for this event. I accept that these fees are non-refundable in any circumstances. I understand that I will be responsible for finding a participant to take over my entry. I understand that I am only able to do so prior to December 1<sup>st</sup> 2023 and that requests after this date will not be accepted. I understand that I can only transfer my entry once and any further transfer requests will not be accepted.
9. Transferring between events: The organisers may, at their discretion, grant a transfer between events of my entry, based on individual circumstances. Transfer requests must be submitted prior to January 15<sup>th</sup> 2024 (event week). I understand that if I wish to transfer up to an event, I am required to pay the difference. I understand that if I wish to transfer down to an event that no refund will be given. I agree to pay such fees as the organiser may charge for this event and I accept that these fees are non-refundable in any circumstances. I understand that I can only transfer my entry once and any further transfer requests will not be accepted.
10. I accept that the information gathered from this event (including my entry form details) will be used to administer the event and may be used to promote and market future events. I understand that my details may be passed onto third parties (i.e. sponsors) for promotional purposes relating to the event. I give permission for the use of my picture for any promotional material for this event or future events. I understand that information about my registration

may be made available on the [www.mountfestival.kiwi](http://www.mountfestival.kiwi) site and elsewhere if the event organiser allows it.

11. I (for myself and, where applicable, on behalf of my legal guardian, successors, executors and trustees) release and hold harmless the event owners, organisers, directors, officials, sponsors, promoters, suppliers, local authorities, volunteers and all other persons associated with the event (“the organisers”) from any and all liability, claims, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury that may be sustained by me in connection with my entry and/or participation in this event. I (for myself and, where applicable, on behalf of my legal guardian, successors, executors, and trustees) fully indemnify the organisers against any such liability, claims, action or causes of action. I understand that this waiver and indemnity extends to any and all liability, whether arising through the negligence, action, or inaction of any of the organisers, or otherwise.
12. The organisers may make use of SMS text messages to inform competitors of any race updates or provide information pertinent to competitors. Any messages received shall be free for the recipient. I hereby agree to receive text messages from the race organisers pertaining to this event.
13. I acknowledge that to enter this event as an individual the following minimum age restrictions apply:
  - Tauranga Half – must be 18 years of age as at 31 December in the year of competition. Entrants under 18 may be accepted at the discretion of the Triathlon New Zealand Technical Delegate and exemption.
  - Aquabike – must be 18 years of age as at 31 December in the year of competition. Entrants under 18 may be accepted at the discretion of the Triathlon New Zealand Technical Delegate and exemption must be applied for in writing prior to 1st December 2022
  - Pressio Mount Festival Half Marathon – 21 km – must be at least 16 years of age on event day
  - Pressio Mount Festival Half Marathon – 10km – All participants under the age of 10 must be accompanied by an adult for the entire duration of the event and the accompanying adult takes full responsibility for the safety of the entrant 10 years or under. Participants over the age of 10 can complete the event without an adult accompanying them. Maximum of 2 children per adult.
  - Pressio Mount Festival Half Marathon – 5km – No age restrictions.. All participants under the age of 5 must be accompanied by an

adult for the entire duration of the event and the accompanying adult takes full responsibility for the safety of the entrant 5 years or under. Maximum of 2 children per adult.

- Pilot Bay Swim – 3.7km – Participants must be over 16 years of age on event day to participate.
- Pilot Bay Swim – 2km – Participants must be over 11 years of age on event day to participate.
- Pilot Bay Swim – 800m – Participants must be over 7 years of age on event day to participate.

14. MINORS: Where any entrant is a minor, that entrant's entry form must be completed by a guardian who must also accept these terms and conditions on behalf of the entrant.

15. By submitting this entry form I hereby certify that I accept these terms and conditions. If I am submitting this entry form on behalf of a team, I certify that I accept these terms and conditions both personally and for and on behalf of my teammates. If I am submitting this entry form on behalf of a minor (see clause 13) I certify that I accept these terms and conditions on behalf of the entrant.

16. Covid-19: At this stage we will follow any mandatory government guidelines regarding mass gathering COVID 19 policies. Should the Ministry of Health and/or the District Health Board request participant details for contact tracing purposes we will supply this to them. This will include your name, contact phone number, and contact email. This information will only be supplied to the Ministry of Health should it be requested within 4 weeks of the event.