

## **BayBreak 2020 Participation and Registration Waiver**

1. I understand that I should not compete in this event unless I have trained and prepared appropriately for it. My physical condition has been verified by a medical practitioner or I confidently believe that I am sufficiently fit and healthy to compete in this event and that I am able to tread water in a fatigued state for at least two (2) minutes.

2. I acknowledge that competing involves the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, heart attack, accidents with other competitors in or out of the water.

ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT, YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IT IS YOUR RESPONSIBILITY TO CHECK AND TO ENSURE THAT YOU ARE AT ALL TIMES MEDICALLY AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES RELATED TO THE EVENT. YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT MAY CARRY WITH IT CERTAIN INHERENT RISK OR MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, OCEAN CONDITIONS, TRAFFIC AND CONDITIONS OF ANY ROAD OR PATHWAY.

3. By competing, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims, demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to and include BayBreak Inc and Tribe Multisport Inc and their respective directors, partners, managers, officers, agents, contractors, employees including event director, event coordinator, volunteers and medical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organisers. This release and indemnity continue forever and binds my heirs, executors, personal representatives and assigns.

4. I consent to receiving any medical treatment including ambulance transportation that the event organisers think desirable during or after the event and I agree I am responsible for the cost of that medical treatment. I understand that by attending BayBreak Multisport Festival I must have the appropriate medical and health insurance.

5. I accept that it is my responsibility to contact the event organisers should any information on my entry form need to be updated eg emergency contact details, personal health details. 6. I acknowledge that the event organisers will endeavour to provide a true and accurate course distance, but the distance may vary due to tidal flows and ocean conditions and GPS satellite accuracy.

7. I consent to receiving any medical treatment that the event organisers think is necessary during or after the event.

8. I understand that compulsory insurance cover effected for participants in this event may not cover me for any or all injury, loss or damage sustained by me.

9. I consent to Tribe Multisport Inc for BayBreak Multisport Festival event providing my personal details to either a professional or volunteer photographer if they are contracted by Tribe Multisport Inc or BayBreak Inc to take photographs of participants at the Event.
10. I consent to event organisers using my name, image and likeness before, during or after the event for event promotional broadcasting or reporting purposes in any media. I also understand that information of a biographical nature, including my name, date of birth, home state, results and interests may be release to the media in response to general requests.
11. I understand that safety precautions undertaken by organisers (such as course supervision, event safety briefing) are a service to me and other competitors but are not a guarantee of safety.
12. I accept that I have an important responsibility to listen to all pre-event safety briefings and to immediately seek clarification from an event official on anything which is not entirely clear to me.
13. I understand that I am fully responsible for the security of my personal possessions at the event. If using the baggage drop off service provided by the organisers, I accept the organisers will take all care but are not responsible for damage or loss of my possessions.
14. If I cannot take part in the event, I understand my entry is non-refundable.
15. I agree to abide by all event rules and directions issued by the event organiser.
16. I will wear the event swim cap (triathlon) issued to me and agree to have a race number written on my upper arm for identification by water safety and race organisers (triathlon).
17. I agree to my name and contact details being included on the BayBreak Inc event and email database. Event specific email communications and messages from event partners will be sent to me. I understand I have the ability to unsubscribe from this at any time.
18. I acknowledge that by reason of circumstances beyond the control of the event organisers, it may become necessary or desirable to change the format of the event, and if that occurs, I consent to the changes and I agree that each and every one the conditions herein set out shall apply to that changed event.
19. Due to the committed outgoing costs, if the events are cancelled due to adverse weather conditions or 'act of God', I understand that the entry component will be 50% refunded if requested by me within a week of cancelled event
20. I hereby certify that I am the minimum age or older as specified for my chosen event.
21. If I am younger than 16 years of age, I will have these Term and Conditions viewed and agreed by my legal guardian (through the online process), which will in effect give consent for me to compete in this event. Children under the age of 16 wanting to compete in this event should have a high level of ability and fitness in their chosen event category. Parental guidance is required.