TERMS AND CONDITIONS OF ENTRY & PARTICIPATION (incl. Risk Warning)
2027 Hawke's Bay Marathon - Kids Run – Hawke's Bay, New Zealand – 15 May 2027

These terms and conditions (the "Form") apply to the above event (the "Event") and associated activities conducted by IRONMAN New Zealand Limited NZBN 9429034266335 (the "Operator"). Please note that the Event website (https://hawkesbaymarathon.co.nz/race-options/kids-run/) may contain other terms and conditions that apply to the Event.

Please read this entire Form carefully before signing (or, in the case of online acceptance, by electronically checking the box below). This Form should be signed by the parent/guardian/person with authority to sign on behalf (the "Authorised Adult" or "I") of the minor participant (the "Minor"). Operator may also require you to sign this Form on the day of the Event even though the Minor has been entered online. In any case, by completing this Form, and the Minor subsequently participating in the Event, you acknowledge your acceptance on behalf of the Minor of the terms and conditions set out in this Form as well as the terms and conditions set out on the Event website and within the Operator's online registration system conducted by (NJUKO SAS).

As the Authorised Adult, please read the following acknowledgement, waiver and risk warning carefully before continuing with the Minor's entry.

RIGHTS AND RESPONSIBILITIES:

- I have read all materials, information, rules and conditions in relation to the Event, and have explained the same to Minor, and we agree to adhere to these rules and conditions at all times.
- The Minor's entry cannot be transferred to another person or child. Any unauthorised transfer may result in cancellation without refund and disqualification from participation in future events.
- Before the Event, I may inspect the race course, equipment and areas to be used. I will immediately advise the Operator or an Event official if I believe that such equipment or areas are unsafe. I accept that activities take place on premises or at facilities not owned or controlled by the Operator.
- It is my responsibility to ensure that the Minor is sufficiently fit, of good physical and mental health and capable of participating in the Event (without causing harm to themself or others) and it is my responsibility to seek any and all required medical advice, recommendations and clearances prior to the Minor arriving at and participating in the Event (if and as applicable). I confirm that: (a) the Minor is (and, at the time of the Event, will be) in good health and proper physical and mental condition to participate in the Event; (b) I have not been advised by a qualified medical person that the Minor should not participate in the Event (or any similar event); and (c) I am otherwise not aware of any medical or other matter which would render it unsafe for the Minor to take part in the Event.
- I am responsible for the security of my and the Minor's possessions (including phones and other personal possessions) at the Event and the Operator will not be liable for damage to or replacement of these possessions.
- I agree to follow all directions and take any and all precautions for the Minor set forth or recommended by the Operator or Event officials.

RISKS TO THE MINOR:

In consideration of and as a condition of acceptance of Minor's entry in the Event, and by the Minor subsequently participating in the Event, I acknowledge that:

- **Participation in the event may involve exposure to the risk of injury, death, permanent disability or damage to my or the Minor's property and other risks outlined below, which list of risks is not exhaustive. Any such injury or loss may result not only from the Minor's actions but from the actions, omissions or negligence of others.**
- **Prior to participating in the Event, I will do all things within my control to make myself and the Minor aware of all risks or potential risks involved, including risks associated with any health condition the Minor has.**
- While the Operator's representatives are available should I have further questions about the Event or the associated risks, **the Minor's participation in the Event is voluntary and undertaken at the Minor's own risk.**

- **The following describes some, but not all, of the inherent risks to Minor's participation in the Event:**
  - **Risks in any competitive or athletic activity.** Accidents; minor and/or serious physical bodily or mental injury (including the aggravation; acceleration or recurrence of such an injury); permanent disability; paralysis or death; participants of varying skill levels, and/or the inherent risk of contracting illness(es).
  - **Equipment risks.** The risk that equipment used may be misused, or may break or malfunction. I, on behalf of the Minor, assume full responsibility for choosing appropriate equipment for the Event and for the fit and proper condition of the equipment.
  - **Risks present in an outdoor environment.** The Minor may be subject to: inclement weather (including wind, rain, heat or sun); extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects; and other natural or man-made hazards. Hazards may not be marked or visible and weather can be unpredictable.
  - **Risks connected with location.** Activity location (due to remoteness, congestion or any other geographic attribute) may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.
  - **Supervision and activities risks (as applicable).** I understand that the Operator (including staff, volunteers and contractors) will not be specifically supervising the Minor during the Event. I agree to take sole responsibility for the Minor's supervision before, during and after the Event, and I agree that the Minor and I share in the responsibility for the Minor's well-being.
  - **Risks present in a sporting event involving athletes participating in a handcycle/wheelchair.** The risk that participants may participate in a handcycle or wheelchair, which may travel at a faster speed than other participants.
  - **Running risks.** The risk of contacting or colliding with objects or people (including other participants or spectators) or other natural or manmade objects); tripping or falling; or encountering other road/trail hazards.

ACCEPTANCE OF RISK:

- To the extent allowed by applicable law, I accept all risks flowing from the Minor's participation in the Event that could result in the Minor's injury and/or death.

- Any dispute or claim/s I or the Minor may have in connection with this Form or participation in the Event, or any other aspect of my or the Minor's relationship with Operator will be governed by the law of New Zealand. I agree that, unless settled by direct discussions or where such claim value is under the small claims threshold in the relevant state or territory jurisdiction, any dispute or claim will be determined by binding arbitration conducted in Auckland, New Zealand only.
- I agree that this Form will take precedence over any other forms or contracts I may sign on behalf of the Minor in connection with the Event.

FORCE MAJEURE; EVENT CANCELLATION:

- "**Force Majeure**" includes acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, communicable disease, public health risks (including pandemic), fire, smoke, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, government order, change of law, unavoidable casualty, race course conditions, or any other cause beyond the control of the Operator.
- **Modification:** I acknowledge and agree that the Operator may, for safety reasons, or at the direction of police or local authorities, or due to a Force Majeure event:
  a) change or modify the race course, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or
  b) delay, modify or cancel the Event, including if it believes the conditions are unsafe or otherwise unsuitable for the Event, and the Operator may (acting reasonably) delay the Event for so long as such unsafe or unsuitable conditions apply.

  If the race course or the Event is delayed or modified for any safety reasons, or at the direction of police or local authorities, or due to a Force Majeure event, but the Event still takes place, there will be no refund of the Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event.
- **Cancellation:** If the Event is cancelled in its entirety (including where due to a Force Majeure event) by the Operator, all paid entrants will be eligible to receive a refund of the Operator's entry fee.

CONSENTS AND PRIVACY:

- By signing this Form and participating in the Event, on behalf of the Minor I grant to the Operator, World Triathlon Corporation ("**WTC**") and its sponsors the permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of the Minor and/or I (collectively "**images**"). I acknowledge and agree that images are owned by the Operator, with right to sublicence, and that the Operator or WTC and its sponsors may use such images for promotional or any other purposes, without compensation or my further consent, throughout the world in perpetuity. Further, I acknowledge and accept that media will be present and may be taking photographs or filming at the Event.
- I understand and agree that the Minor's name, age (or age range), gender, region of residence, similar biographical information, bib number and/or race results may be available to the public prior to, during and after the Event, which may include on the Event website, Event app, Event timing service provider's website and, where the Event is part of a series, the Event series website.
- I authorise the Operator staff, representatives, contractors or other medical personnel to obtain or provide medical care, aid or treatment, to transport the Minor to a medical facility, and to provide care, aid or treatment (including evacuation, hospitalisation, blood transfusions, surgery, and medications) they consider necessary for the Minor's health in connection with the Event. I agree to pay all costs associated with that care and transportation and agree to the release (to or by Operator, insurance carriers, other health care providers and their staff, representatives, or contractors, and the Minor's emergency contact) of any medical information or records necessary for treatment, referral, billing, or other purposes in connection with the Event.
- As a condition of entry to the Event and by signing this Form, I consent to the collection, storage and exchange of the Minor's personal information (as that term is defined in the *Privacy Act 2020* (NZ)) between the Operator or WTC and the following entities:
  - **Event Medical Provider** (currently St Johns) (the "**Event Medical Provider**") for the purposes of providing or preparing to provide medical assistance to the Minor in connection with the Event, conducting a post-Event review of medical services provided to the Minor during the Event, preparing and reporting on incidents occurring in connection with the Event, enabling the Operator and the Event Medical Provider to comply with health and safety law and to undertake critical incident procedures (including the Operator sharing the Minor's information with representatives for insurance related purposes), and otherwise as required or permitted by the *Privacy Act 2020* and the *Health Information Privacy Code 2020*;
  - any other third parties that are essential for the delivery or conduct of the Event.
- I consent to my and/or the Minor's name and contact details being included on the Operator Event database and that, where I consent during the registration process, I will be subscribed to various Operator related publications which include a monthly newsletter and other promotional materials about upcoming events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to receive Operator Event marketing communications that I will still receive emails (and, where required for the Minor's safe participation in the Event or to notify me if Minor is a placegetter, SMS texts) that relate to the Event in which the Minor is registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable.
  Such collection, storage and exchange will be handled at all times by the Operator in accordance with the IRONMAN New Zealand Event Privacy Policy, available on the Event website (https://hawkesbaymarathon.co.nz/race-options/kids-run/) and, where relevant, the privacy policy of the third-party service provider set out above.

- The Operator may assign this Form to other entity/s or individual/s ("**assignees**"), which will grant assignees the full rights and protections in this Form.

As the Authorised Adult of the Minor, I consent to the Minor's participation in the Event and provide the acknowledgements and releases in this Form in my own right and on the Minor's behalf. I represent that I have the legal authority to accept the terms and conditions set out in this Form for and on behalf of the Minor, and that this provision may be pleaded as a bar to any claim. If this authority is challenged or found invalid, I will release, agree to defend and indemnify the Operator, WTC, and all persons or entities associated directly or indirectly with the conduct of the Event from all claims.

I have carefully read, understand and agree to voluntarily sign this Form and allow the Minor to participate in the Event. I acknowledge that the Minor and I will be bound by the terms and conditions of this Form. Please read the above terms and conditions carefully. They include an acknowledgement of risk and release of liability which deprive you of the ability to sue certain parties.