

## Terms and Conditions

PLEASE READ THIS ENTIRE ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY FORM CAREFULLY BEFORE CONTINUING WITH YOUR ENTRY AND/OR SIGNING. THIS FORM HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

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1. Each participant (**Participant**) in the 2019 RIDE Festival Cycle Event, The Hobbiton Movie Set Gran Fondo (**Event**) acknowledges and agrees that these Terms and Conditions are subject to change at the discretion of RIDE New Zealand's Cycling Festival Incorporate Society and without notice to the Participant.
2. I declare, as a condition of entry into the Event, that I have undertaken sufficient training for the Event to allow me to complete the Event and that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participation in the Event.
3. **Agreement Waiver and Indemnity**  
In consideration of acceptance of my entry in the Event, I, and on behalf of my heirs, executors and administrators agree with each of the Indemnified Parties (as defined in paragraph 4 below) and declare that: I hereby waive release and discharge all and every claim, right or cause of action whatsoever (including for negligence, breach of contract and/or breach of statute) for which I might have or which arises out of my death, injury, damage or loss of any description which I may suffer or sustain as a result of my participation in the Event.
4. This Waiver release and discharge shall operate jointly and severally in favour of the following persons (**Indemnified Parties**): RIDE New Zealand's Cycling Festival Incorporate Society and Dynamo Cycling and Sports Club Incorporated, their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, 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, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event.
5. I agree to indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements whatsoever (including without limitation for negligence, breach of contract and/or breach of statute) arising out of or in relation to my participation in the Event. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases, waivers and indemnities in these Terms and Conditions continue forever and bind my heirs, executors, personal representatives and assigns.
6. Only entries submitted on the official entry form online, and/or on the late entry form will be accepted. The information on how to enter and the details about the Event form part of these Terms and Conditions of entry. The number of competitors will be strictly limited and will be decided by RIDE New Zealand's Cycling Festival Incorporated Society on the basis of first received.
7. I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the Event race committee and other persons corporations and bodies involved engaged in promoting or staging the Event. The decision to participate is entirely my own and I accept all risks associated with participation in the Event, including but not limited to loss of life and/or any injury including without limitation any permanent injury.
8. I agree to abide by all Event Terms and Conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event Officials, Traffic Management, Volunteers and the Police.
9. I agree and accept that RIDE New Zealand's Cycling Festival Incorporated Society may, in its absolute discretion, at any time vary the rules and regulations of the Event without prior notice to me.
10. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event medical officials in the event of any injury accident or illness to me during my participation in the Event.
11. I acknowledge that I must wear the official race number corresponding to the registration made in my name on my back and on the front of my helmet so that the allotted number and appointed sponsor/s names can be seen for the duration of the Event.

12. RIDE New Zealand's Cycling Festival Incorporated Society reserves the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of RIDE New Zealand's Cycling Festival Incorporated Society, I am unable to complete the Event within the cut-off times. The RIDE Festival will not be obliged to refund any portion of the entry fee in such circumstances.
13. RIDE New Zealand's Cycling Festival Incorporated Society reserves the right to change or modify any part of the Event including the date, course and location at any time. Details of any such changes will be published via the Event website, Facebook page, Event e-newsletter and/or other means.
14. I acknowledge that RIDE New Zealand's Cycling Festival Incorporated Society or its representative may remove me from the Event area and/or exclude me from participation in the Event, if in their sole opinion, it is necessary to do so (a) if my behaviour is inappropriate, offensive, or abusive, (b) to prevent damage to any property, (c) on medical or health and safety grounds (including to prevent possible harm or injury to myself and/or any other person) and/or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.
15. I agree that registration in the Event is personal to me and that no other person is permitted to participate in the Event in my place.
16. If I wish to change my entry to another distance, I consent to paying an administration fee of \$10 and the difference between the two distance fees at the time of transferring. Please contact [nathan@dynamoevents.co.nz](mailto:nathan@dynamoevents.co.nz) if electing to make a change. No refunds will be available to those choosing to go down a distance option after 5pm on Friday 21<sup>st</sup> December 2018.
17. I acknowledge that no refunds will be given after 5pm on Friday 21<sup>st</sup> December, 2018. To withdraw, an Event Entry before this date, the Participant must provide written confirmation (detailing the reason why they are unable to participate) to [nathan@dynamoevents.co.nz](mailto:nathan@dynamoevents.co.nz). All withdrawals made before 5pm on Friday 21<sup>st</sup> December will incur a \$10 administration fee which will be deducted from the entry fee being refunded. If the event is cancelled due to a natural disaster, entry fees will not be refunded.
18. I acknowledge that I will not be entitled to any refund if the Event is cancelled by RIDE New Zealand's Cycling Festival Incorporated Society for any reason.
19. I acknowledge that the Event and/or RIDE New Zealand's Cycling Festival Incorporated Society may disclose my personal information in accordance with RIDE New Zealand's Cycling Festival Incorporated Society [Private Policy](#) and/or in accordance with these Terms and Conditions. Information is not shared with other organisations for commercial purposes.
20. I consent to the publication and/or use in any form of media whatsoever of my name, including the name of any person under the age of 18 entered by me, race result, image, voice, statement or otherwise, (including the publication of my name and/or Event result, suburb and applicable age bracket in any RIDE New Zealand's Cycling Festival Incorporated Society announcement and/or on the Event website) without payment or compensation.
21. I consent to RIDE New Zealand's Cycling Festival Incorporated Society providing my personal details to a professional photography company if they are contracted to take professional photographs of Participants at the Event. The contracted company may contact me via email to alert me when photos from the Event are available to purchase via their website.
22. I consent to my name and contact details being included on the RIDE New Zealand's Cycling Festival Incorporated Society database and that unless I specify to the contrary, I will be subscribed to various RIDE New Zealand's Cycling Festival Incorporated Society related publications which include a monthly newsletter and other promotional materials about future events. I acknowledge that I am able to opt-out of these services at any time. I agree that if I choose not to be included on the RIDE Festival Event database I will receive newsletters that relate to the Event in which I have registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website.
23. I acknowledge that I will write an emergency contact name and phone number in the space provided on my supplied race bib and agree that RIDE New Zealand's Cycling Festival Incorporated Society may contact that person and exchange my personal information with them in case of an emergency.
24. I am fully responsible for the security of my personal possessions at the Event and RIDE New Zealand's Cycling Festival Incorporated Society will not be liable for the replacement of any personal possessions.
25. If I am a team manager entering a team of Participants in the Event, I consent to providing a signed copy of these Terms and Conditions on behalf of each Participant who does not otherwise individually consent to these Terms and Conditions via electronic means. Each Participant also acknowledges and agrees that, by collecting and/or wearing an Event bib at the Event, he or she is deemed to accept these Terms and Conditions.

26. Participants must complete the approved course by the indicated cut-off time and in accordance with these Terms and Conditions and the Event rules and regulations to be deemed eligible for any prize that may be offered in connection with the Event.
27. Each Participant must assemble behind the designated starting line, await the official start and then proceed on the approved course. I acknowledge that entry into the course after the indicated cut-off time and prior to the official start will result in disqualification.
28. Spectators may not follow Participants on foot, in vehicles or with any other mode of transportation. Any participant who is seen to be supported or receiving outside assistance during the race will face a disqualification, this includes being towed.
29. I understand that I am not permitted to ride a motorised cycle unless this has been indicated in the registration process. No am I permitted to use any audio device eg IPod, M3Player, that may be deemed as unsafe in large groups or provides an unfair advantage. In doing so I understand that I will be disqualified.
30. I understand that I will be disqualified if observed to be blatantly littering during the ride. Each participant is not permitted to discard wrappers, food, gels, bottles etc on the course. There will be a designated drink station and rubbish bins will be available for those wishing to discard any unwanted items at those stations.
31. I understand that I will be disqualified if seen to be riding on the wrong side of the road. Each participant must obey the New Zealand road rules and must not cross the centre line at any time.
32. The race referee's decision is final – no correspondence will be entered into.
33. I understand that I can gain access to my personal information and request that such details be updated if they change in the future by writing/emailing - [amanda@ridewaikato.co.nz](mailto:amanda@ridewaikato.co.nz)
34. I acknowledge that if I select to become a member of a team, the Team Manager will have access to download my personal details, including my name, contact telephone number, email address and home address. As a Team Manager, I understand that my email address will be disclosed to my team members but not to members of other teams.
35. I accept that I have read, understood and will abide by the age restrictions put in place to help with the safety aspects of the Event. RIDE New Zealand's Cycling Festival Incorporated Society based on the recommendations and guidance from organisations such as Cycling New Zealand and NZTA have implemented age restrictions for this Event.
36. I declare that all the information supplied by me on this entry form is true and correct.
37. I certify that I am 18 years or older, or that I am the parent/legal guardian of the Participant who is under the age of 18 years, and I have read this document and fully understand it. As a parent or legal guardian, I agree to these Terms and Conditions for and on behalf of the Participant.
38. **Indemnity in respect of persons under 18 years**  
In consideration of the Event agreeing at my request to accept the entry of a minor Participant I agree for myself, the Participant, their heirs, executors and administrators to indemnify and keep indemnified the Indemnified Parties against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgements which the Participant and/or I may have against the Indemnified Parties but for these Terms and Conditions in respect of any death, injury, damage or loss sustained by the Participant as the result of the Participant's participation in the Event. I affirm that I have full authority on behalf of all living parents and/or guardians to sign this Indemnity and that this indemnity may be pleaded as a bar to any action claim demand suit or legal proceedings.
39. Promotional codes may only be used where the Participant meets the conditions applying to the promotional code and uses the promotional code during its validity period. Promotional codes are not able to be redeemed or exchanged for cash and must only be used by those to whom the relevant code was issued too.
40. RIDE New Zealand's Cycling Festival Incorporated Society reserves the right to modify, suspend and/or cancel any promotional code at any time without notice to Participants. No refunds will be made to Participants who have access to a promotional code but did not use the code before it was modified, suspended and/or cancelled.
41. **Cancellation**  
RIDE New Zealand's Cycling Festival Incorporated Society reserves the right to cancel the Event at any time if RIDE New Zealand's Cycling Festival Incorporated Society considers in its sole discretion this is required due to any sort of dangerous conditions and/or force majeure. In the event of cancellation, there will be NO REFUND of entry fee and the cancelled Event may not necessarily be re-scheduled. A decision will be made as soon as possible on race day and broadcasted on commercial radio and via the Event website and its dedicated Social Media channels.
42. This policy should be read in conjunction with the [Privacy Policy](#).