

BATEMANS BAY PADDLE CHALLENGE



EVENT PARTICIPATION CONDITIONS

In registration to participate in the Batemans Bay Paddle Challenge 2019 to be held on Saturday 27 April 2019, it is acknowledged by each separate registrant that they agree to the conditions and rules of participation and apply for entry to the Event. In so applying and in consideration of the application, the applicant does accept and agree, that:

1. In the rules and these conditions:
 - "Event" means the Batemans Bay Paddle Challenge as described in the Marine Activity License as issued by NSW RMS;
 - "Event Activities" means performing or participating in any capacity in the Event;
 - "Event Promoter" means Event Promoter, as described on Marine Activity License as issued by NSW RMS for the Event.
2. The registrant agrees to participate in the Event subject to complying with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. This document cannot be amended. If the document is altered in any form the application will be null and void and any participation or request for reward for participation cannot be acknowledged by the organisers.
4. Insurance is in place that provides limited cover to participants whilst in the Event. (For insurance details contact Batemans Bay Business and Tourism Chamber Inc). The participant understands that this insurance may not cover all injury, loss or damage sustained by each individual participant. Individuals can, in their own interests, seek and obtain personal insurances over and above the cover provided by the Event.
5. The Event rules and these conditions comprise a contract between the Event Promoter, Batemans Bay Business and Tourism Chamber Inc, PaddleNSW and individual participants. It is necessary and reasonable for promoting and conducting the Event.
6. **Warning:** Participation in the Event can be inherently dangerous. Acceptance of these conditions and Event participation acknowledges that participants will be exposed to certain risks during the Event including but not limited to overexertion, equipment failure, dehydration, marine accidents, and weather conditions. Participants acknowledge that accidents can and often do happen which may result in individuals being injured or incapacitated or possibly worse. There is also the possibility of property damage. In continuing in registration and the Event participation it is understood that participants have read and comprehended this warning and accept and assume the inherent risks in participating in the Event.
7. **Compulsory personal safety equipment:** Participants agree to wear a personal flotation device (PFD). It is strongly advised that participants secure a vessel safety leash and wear appropriate footwear at all times during the Event. SUP must have a leg rope, a PFD is not mandatory but is highly recommended. The Clyde River is not closed for the event and therefore other vessels may cause wake, it is recommended for your own safety a PFD is worn. If you are paddling an inflatable SUP board you **MUST** wear a PFD.
8. **Release and Indemnity:** In consideration of the event organisers accepting an application for participation into the event, the individual participant, to the extent permitted by law:
 - a) release and will release the organiser from all claims that a participant may have or may have had but for this release arising from or in connection with, participation in the event; and
 - b) indemnify and will keep indemnified the organisers in respect of any Claim by any person arising as a result of or in connection with the individuals participation in the event.
9. **Fitness to Participate:** The participant acknowledges that they are and must continue to be medically and physically fit and able to participate in the Event. The individual participant must not be a danger to themselves or to the health and safety of others. A participant will immediately notify the event organisers of any change to my fitness and ability to participate. The participant understands and accepts that the event organisers will continue to rely upon this declaration as evidence of individual fitness and ability to participate.

- 10 *Privacy: Registrants understand that the information they have provided is necessary for the conduct of the Event. Participants acknowledge and agree that the information will only be used by the Event organisers and promoters to facilitate the conduct of the Event.*
- 11 *Consent to medical treatment: Registration and participation in the Event acknowledges consent to receiving any medical treatment that the Event organisers or their authorised representatives consider necessary or desirable during or after the Event. This acknowledgement extends to reasonable reimbursement to the Event organisers any costs or expenses incurred in providing the required medical treatment. It is also understood that individual participants are provided with limited personal accident insurance for the duration on the Event.*
- 12 *Prevailing conditions: The Event and the conduct of, and participation in the Event will be affected by weather and associated conditions. Given there is often an element of the "luck of the prevailing conditions" in participating and/or competing in the Event, participants acknowledge and agree the Event organisers cannot control the weather and associated prevailing conditions.*
- 13 *Severance: If any provision of this application and declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of these conditions and declaration or affect the validity or enforceability of it in any other jurisdiction.*
- 14 *Acknowledgement: In effecting Event registration, the participant acknowledges to have read and understood, the Event rules and conditions and acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.*

EVENT CANCELLATIONS AND REFUNDS

- *The organising committee retains the right to abandon the event due to predicted extreme weather conditions or due to marine activity beyond control of the organisers. Participants will be notified by E-mail or text as soon as practicable prior to race start if the event is to be cancelled;*
- *The organising committee retains the right to alter course layout, duration or times as required, due to weather or tide conditions;*
- *Where a participant notifies the event organisers prior to one month before the event date, refunds will be honoured. However, a 20% administration fee will be retained. Refunds cannot be guaranteed after this date;*
- *All refunds must be requested thorough the official web-site link or direct to the event committee via the event admin E-mail;*
- *No refunds will be considered for late entries or entries made on the day of the race;*
- *Requests for refunds must be accompanied by banking details for direct funds transfer;*
- *The event organisers retain the right to determine the eligibility of all refund requests.*