

**PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS**

**The Event:** True Grit Wetwheels Challenge (TGWC)

**Date:** Sunday 16 April 2023

**Limitation of Liability**

I hereby forever waive and discharge TGWC and their respective directors, employees, agents, contractors and volunteers; Venue and its directors, officers & volunteers; all True Grit Wetwheels Challenge event sponsors, partners, organisers and promoters from any and all claims that may have arisen out of my participation in TGWC: Except that nothing in this Agreement shall limit or exclude True Grit Wetwheels Challenge liability for death or personal injury resulting from its negligence.

**Agreement for the Protection of Participants**

- I confirm that I am in good health and physical condition to safely participate in the TGWC.
- I understand that the TGWC is a challenging course including multiple terrains and uphill sections
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate TGWC personnel and medical providers to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator)
- I authorise TGWC personnel to secure emergency medical care or transportation for me if deemed necessary.
- I agree that TGWC personnel may stop or prevent my participation in the TGWC event, if my participant, conduct or presence endangers myself or any other person present at the TGWC.

**Delay, Cancellation or Postponement of the event**

True Grit Wetwheels Challenge (TGWC) may cancel, postpone, relocate, or change an event if circumstances beyond our control arise, including cancellations due to weather, war, civil or political unrest, pandemics, labour strikes, or terrorism.

- I understand and agree that should government policy make it impossible for organisers to operate a safe event, then all registrations will be transferred to a new date when it will be safe to operate.
- Please note that no refunds will be given if the event has to be cancelled

In such circumstances:

**If the event has to be cancelled;**

- TGWC will make a reasonable effort to provide notice of the cancellation via emails to participants and social media posts.
- TGWC will have no responsibility for any individual costs incurred, including any travel or accommodation costs.

**If the Event/Course has to Change**

- TGWC reserves the right to change the course or make any other adjustments to the event that we deem necessary to operate the event. Should the course distance be reduced, or areas removed for reasons including, but not limited to, safety, weather or constructions, refunds will not be offered.
- TGWC is not responsible for any resulting costs incurred by ticket holders or registrants for such event, including but not limited to travel or accommodation costs.

**If the event has to be Postponed**

- TGWC will make a reasonable effort to provide notice of the postponement via emails to participants and social media posts.
- Participants will be given the option to transfer their place to another person, for no charge if they are unable to participate in the new given event date
- If the participant cannot find someone to replace them, the TGWC may offer the opportunity to transfer to future events
- No refunds will be given if the event has to be postponed.
- TGWC will have no responsibility for any individual costs incurred, including any travel or accommodation costs.

**Acknowledgement of Understanding**

I have read this Agreement and fully understand the terms stated. I understand that I am limiting my rights, including my rights to sue

**Declaration**

1. I confirm I am over the age of 18 years old.
2. I understand that participating in TGWC is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
3. I assert that I am in good health and in proper mental and physical condition to safely participate in the TGWC.
4. I understand and agree to the terms of Delay, Cancellation and postponement of the event detailed above.
5. I shall abide by all instructions, directions, rules and regulations of TGWC and venue personnel.
6. I acknowledge that TGWC personnel or Venue personnel may prohibit anyone from taking part in the TGWC and remove anyone from the venue if they believe that I have disobeyed any rules, regulations, directions or instructions
7. I will not be under the influence of alcohol or illegal substances during my participation in the event
8. In the case of emergency, I agree that our event partner 3D Events and/or Venue Personnel may use my emergency contact details.
9. I understand that all photographs and recordings of me captured at the TGWC may be used for commercial and non-commercial purposes.