

Terms and Conditions

1. In consideration of acceptance of my entry in the Stu Ford Memorial Challenge, I the undersigned for myself, my heirs executors and administrators agree that:-

I hereby waiver, release and discharge all and every claim, right or cause of action for which I might have or arising out of my death, injury, damage or loss of any description whatsoever which I may suffer or sustain as a result of my participation in the event EXCEPT to the extent that such may be proven to have been caused by the wilful act, omission or neglect of any one or more parties herein after referred to as Indemnities.

2. This waiver release and discharge shall operate jointly and severally in favour of the following: Namely: Cronulla Triathlon Club, organisers of the Stu Ford Memorial Challenge and committees, sponsors, supporters, persons, corporations, contactors, subcontractors, servants, and employees involved or otherwise engaged in promoting, staging, administering, running, or controlling the event).

3. I agree to Indemnify and keep indemnified against all actions, suits, demands, claims, proceedings, costs, expense, liabilities, and judgements arising out of or in relation to my participation in the event.

4. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Medical Officers and Lifesavers in the event of any injury, accident, or illness to me as a result of my participation in the event.

5. I consent to the free use of my name and/or photograph in any newspaper, promotional advertising material, video or telecast taken by or on behalf of Cronulla Triathlon Club and/or its sponsor.

6. I affirm that I have properly trained for and fully satisfied myself as to my physical and medical condition to compete in the event.

7. I agree to abide by and accept the rules and regulations of the event whether announced on the day or prior thereto and to accept the decisions of the Event Organising Committee.

8. I acknowledge that I have received a risk warning in relation to the recreational activity in that the swim is conducted in open water and while lifesaving services will be present on the beach and in the water, my condition and progress in the race cannot be individually monitored.

9. I acknowledge that the swim is a recreational activity and that, notwithstanding recreational services are supplied to me in the swims, I participated in the swim at my own risk.

10. I agree to compete with a spirit of fair play and sportsmanship as determined by the Event Organiser. I agree to abide by the decisions of officials and event managers of the Stu Ford Memorial Challenge.

11. I hereby agree that in the event of the event cancellation or postponement my entry fee is non-refundable.

12. I understand that the timing tag is the property of Cronulla Triathlon Club and is on loan for the race duration. A \$50.00 lost tag fee will be incurred if I fail to return the tag to Cronulla Triathlon Club at the conclusion of the race.

I hereby acknowledge that of my own free will and desire I have entered the Stu Ford Memorial Challenge for the purposes of competing in the Event and that I have read, understood, and accept without amendment all parts of the Indemnity Waiver.

Indemnity of persons under 18 years of age

In consideration of the Cronulla Triathlon Club agreeing at my request to accept the applicant entry I agree for myself, my heirs, Executors and Administrators to indemnify and keep indemnified the aforesaid indemnities against all actions, suits, claims, proceedings, demands,

costs, expense, liabilities or judgements which the applicant and I may have against all actions suits, claims proceedings, demands, costs, expense, liabilities or judgements which the applicant and I may have against the Indemnities but for these presents in respect of the applicants participation in the event. I affirm that I have full authority on behalf of both parents and/or guardian to sign this indemnity AND that indemnity may be pleaded as bar to any action claim, demand suits or legal proceedings.

I do hereby acknowledge that my child/ward has entered the Stu Ford Memorial Challenge of his/her own free will for the purposes of competing in the Event and I have read, understood and accept without amendment all parts of the Indemnity Waiver.
