

## 2019 HUNTER VALLEY ULTRA - PARTICIPANT AGREEMENT



I acknowledge that: I participate in the Event at my own risk. I will take all reasonable measures to protect myself from the risks of participation. I accept all responsibility for travel and personal medical insurance, and for payment and/or reimbursement of medical/surgical expenses incurred as a result of my participation in the Event.

I am responsible for all property I bring to the Event sites and acknowledge that Pont3, the event owner, accepts no responsibility for any loss or damage to this property.

I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to my entry to and / or departure from any Events site.

I will abide by the Event rules and timelines, as varied from time to time and will abide by directions given by Event Officials and accept that the Event Organiser has discretion to accept or decline an entry on whatever grounds.

If registered in the 102km race, I agree to attend the compulsory 102km race briefing held on Friday 21 June at Crowne Plaza Hunter Valley.

I release Pont3 (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents) from any claim and from any liability (to the extent permitted by law) for or as a result of any loss, injury or damage suffered by me in relation to my attendance and participation at the Event, however so caused, including any claim or liability which arises due to any negligence of Pont3 (and / or their directors, officers, employees, volunteers, contractors, sponsors and / or agents).

I understand and acknowledge that participating in the Hunter Valley Ultra run is a dangerous activity and I have suitably trained and prepared for my event. The event involves running in varying weather conditions and on many different surfaces including (but not limited to); sealed roads, turf, dirt roads, fire trails, rock platforms, steep embankments and single track often in isolated and remote locations. I am aware of the hazards involved and acknowledge that there is always risk of injury (that could include permanent injury, physical injury, mental injury, paralysis and / or death) and damage to my property.

To the best of my knowledge, I am not suffering from a condition which would prevent and/or render me unfit to participate in the Event.

I consent to the publication and / or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, including the publication of my name and/or event result and applicable age bracket in / or marketing materials/website without payment or compensation.

I understand all entries are non-transferable and non-refundable for non-starters and non-finishers. Entry fees are refundable before 10 May 2019, although 25% of the entry fee will be retained to cover administration. Fees will be processed by Pont3 Pty Ltd and an item will appear on your statement showing funds being debited by Pont3.

I understand there is a \$15 admin fee for any event changes, and race fee difference is payable. Any participant who changes into another race of greater value will be required to pay an additional fee for the difference between the entry fee originally paid and the current cost of participating in the alternative race plus a \$15.00 admin fee.

I understand I am able to transfer my entry online to another person up until 11:59pm AEDT Friday 14 June 2019 if I am no longer able to participate. It will be my responsibility to find the person to transfer my entry to and arrange the race transfer via my TikTok account. I accept that there is a fee of \$25.00 to transfer my entry which is payable at the time of the transfer. The person who is taking my entry will be required to pay a \$25.00 transfer fee to complete their new entry. Race organisers take no responsibility for name transfers and no claim can be made against event organisers for failed transfers.

I understand that race transfers are only valid for the same year that the original entry was purchased. Standard withdrawal and race change policy applies to transferred entries.

If the Event is cancelled for safety concerns or otherwise as a result of something beyond the reasonable control of Pont3 including and without limitation strong winds, heavy rain, excessive atmospheric pollution, lightening, accidents and terrorism, or any other Act of God, I accept that my entry fee and / or any other cost incurred in order to participate and / or get to the Event will be non-refundable. In addition, I acknowledge I will have no claim against Pont3 for any loss or damage I may suffer as a result of such cancellation. I also acknowledge the Event Organisers may change the advertised course without notice if the Event Organisers deem this necessary.

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 this Participant Agreement for and on behalf of the Participant.

**Privacy Declaration:** Pont3 collects uses and discloses personal information for the purposes of conducting and administrating the Event and other related activities, including for identifying participants, recording results and communicating with you, and for providing you with member services or promotional material. Pont3 collects uses and discloses personal information in accordance with Pont3's privacy policy. I agree to the following as conditions of participating in any of the three events that make up the Hunter Valley Ultra. Event means any of the three events within the Hunter Valley Ultra. Pont3 may share your information with third parties as required.

The Pont3 privacy policy contains information about how to access and correct personal information held by Pont3 or how to make a complaint about the handling of personal information. Applications or services may be rejected if requested information is not provided. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from Pont3 or third parties. Contact information for Pont3 and a copy of our privacy policy is available at [www.huntervalleyultra.com.au](http://www.huntervalleyultra.com.au)

**Voucher code:** To validate your voucher code, enter the code in the Voucher box on checkout page. If your code is accepted, your registration fee will be reduced accordingly. Voucher codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity period. Voucher codes are not able to be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by the code owner. No refunds will be issued if you submit payment and fail to enter your code during the registration process. Pont3 reserves the right to modify, suspend and/or cancel any voucher code at any time without notice to Participants.