

## Sunrise Walk for Totara Hospice 2019

Terms and Conditions a) These terms and conditions ("Terms") apply to the Sunrise Walk on 17<sup>th</sup> March, 2019 held at the Auckland Botanic Gardens ("The Event") organised by Totara Hospice ("the Organiser"). b) The completion of the entry form and payment of the entrance fee constitutes your agreement to be bound by these Terms. c) The Terms constitute the entire agreement between the parties and supersedes and cancels any previous agreement, understand and/or arrangement, whether written or not. Any variation to the Terms must be in writing and signed by both parties.

**1. Entry** 1.1 Online registrations to the Event will be open until midnight on 16<sup>th</sup> March 2019. 1.2 Registrations on the day of the Event will be accepted on the day of the Event provided that the Event has not reached capacity, please note a \$5 handling fee will be added for all on the day ticket sales. The Organiser cannot guarantee that entries will be available on the day of the Event and encourage all participants to register online. 1.3 Registrations are limited to 1500 participants, all entries will be processed in the order they are received. 1.4 To be eligible to participate in the Event you must: a.) Have purchased tickets via Eventfinda. b.) or have completed a manual registration form and have paid the registration fee in full by the due date. c.) Be over 18 years of age at the date of the Event or have the consent of and/or be accompanied by a parent or guardian. **2 Fees and Payments** 2.1 The registration fees for the event is \$35.00 for an adult, free for children up to 15 years old, and \$50 for VIP Adult Walk. In addition to the registration fee there is a standard booking fee. Dogs are also welcome to walk for free. 2.2 The entry fee is due on completion and submission of the registration form ("the due date"). 2.3 The registration fee is non-refundable.

**3 Participants Undertakings** 3.1 You agree that: a.) Prior to beginning training for the Event you have sought medical advice; b.) If you have a medical condition that may require attention you have obtained your doctor's clearance; c.) You consent to receive and pay for any medical treatment, including from a hospital, clinic or physician or transport by an ambulance, if the treatment is deemed necessary by the Organisers or their agents before, during or after the Event. d.) The use of your name, image, photograph, video and comments may be used in any publication or marketing. e.) As a Dog owner or person bringing the dog, you must have the dog on lead at all times (including through the off leash dog walking area), with the owner taking full responsibility for the actions of their dogs during the course of the Event. **4 During the Event** 4.1 On the course you must at all times: a.) Remain on the designated course; b.) Walk, do not run; c.) Treat all roads as open to traffic; d.) Wear appropriate footwear and clothing to walk. e.) Follow the track instructions and track marshall instructions. A map is also available on the Sunrise Walk website and on the event day. f.) Obey volunteers who will be situated at all road crossings and turns in the course; g.) Obey all traffic laws and regulations; and be aware of vehicles exiting from driveways, business addresses and side streets in the surrounding area. h.) Keep to the left of the course to allow people to pass on the right, and do not stop or change directions suddenly; i.) Abide by any advice given by medical officers regarding your health. **5**

**Toilet and Water Facilities** 5.1 There will be water and seating available at the beginning/end of the course. 5.2 Public and accessible toilets will be available 5.3 The Organiser cannot guarantee the availability of these facilities and you are responsible for providing your own drinking water. **6 Indemnity & Acceptance of Risk** 6.1 You agree to indemnify all persons, corporations, associations and bodies involved in promoting or staging the Event and their servants, agents, representatives, officers, employees, sponsors and volunteers, including the Organiser. 6.2 The indemnity in clause 6.1 extends to all liability for injury, loss or damage of any nature however caused connected to your participation in the Event whether or not the Organiser has been negligent. 6.3 You agree to release the Organiser together with all other persons, corporations, associations and bodies involved in promoting the event from all actions, law suits, claims, proceedings, demands, losses, damages, penalties and fines however arising (including negligence). 6.4 You accept that participation is at your own risk, that risk may include but is not limited to over exertion, dehydration, injury, loss of personal belongings and accidents with other participants or spectators.

6.5 You are advised not to participate in the Event if you have had a fever or cold in the past week or have a hangover as these can contribute to exhaustion, dehydration or life threatening heatstroke. **7 Termination** 7.1 Failure to comply with these Terms will result in you being ineligible to take part in the Event and/or your withdrawal from the Event. 7.2 Any participant withdrawn from the Event will not be entitled to a refund of the entrance fee. 7.3 If the event is cancelled due to acts of nature entry fee will not be refunded. 7.4 No refund will be issued if you choose to withdraw your entry; your entry fee will be treated as a donation to Totara Hospice.