

## WAIVER FORM FOR THE 2018 KATHMANDU COAST TO COAST ACADEMY

There has always been a degree of sound decision making required by those that recreate in the outdoors. Competitors in the Kathmandu Coast to Coast Academy need to exercise self-responsibility and appreciate the inherent risks presented by the outdoor activities in the event.

Risks are increased in the Kathmandu Coast to Coast by factors such as fatigue, equipment selection, weather, cloud cover, wind, rain, river flows, number of competitors, variable skill level and unfamiliarity with the course. Incidents can happen anywhere and at any time and our safety procedures reflect this. We are continually reviewing our systems, as there are always things to learn, but we are confident our procedures are robust. However, if you identify a hazard, either in training or during the Kathmandu Coast to Coast, please inform us immediately.

Heavy rainfall creates issues in terms of landslides, track washouts, fallen trees and river course changes - expect change since the last time you completed the course (where applicable).

Cycle training and competing will be on sealed public roads, and you must share the road with other users. Keep to the left and do not cross the white centreline on any roads at any time. You must be familiar and capable of riding in large bunches. Act within the road rules and follow established cycling etiquette. Expect oncoming and overtaking traffic at all times. Obey the road code. Cycling hazards include railway crossings, one lane bridges, other traffic, road work sites, pot holes, loose shingle, wind gusts, road kill, flooding and falling debris.

Training for and competing in the mountain run through the Mingha and Deception valleys from Aickens to Klondyke Corner is: an alpine route with rivers fed from permanent snowfields and rainfall. 33kms long and cannot be fully covered by safety rescue personnel A remote wilderness route with intermittent tracks which are not always obvious Goat Pass is at an elevation of 1100 meters A mountain riverbed over rough terrain. The mountain run's main hazards are cold deep water river crossings, uneven rocky ground, rising rivers, boulders, mud, loose overhead rocks, deep river holes, flooding, landslides, slippery surfaces, steep eroded river banks, cliffs, shingle, rooted terrain, windblown trees, large rocks and other typical hazards from back country terrain. In addition, competitors may, at times, be running by themselves. River crossing training is essential.

There are railway line crossings on the cycle and run stages. If alarm bells are sounding or a Race Official, or other person associated with the Kathmandu Coast to Coast requests that you stop, you must stop. One Lane Bridges. There are one-lane bridges on the cycle stages. Please obey the road rules and give way to traffic.

Road running training and competing from Kumara Beach to the Kumara cycle stands is on shingle (unsealed) and sealed road sections. The running stage on race day from Mt White highway to Mt White Bridge is on a shingle (unsealed) road section. The running stage from Waimakariri River Gorge Bridge to the cycle stands is on a shingle (unsealed) road and through a farm paddock. Expect pedestrians, oncoming and overtaking traffic at all times. The running stage from the New Brighton cycle stands to the finish is over grass, asphalt and beach sand.

Kayaking training and competing will be down the Waimakariri River from Mt White Bridge to Waimakariri River Gorge bridge, this is: an alpine river fed from permanent snowfields and rainfall. 67 km long and cannot be fully covered by safety rescue personnel. Mid to large volume (30 to 200 cumecs) grade two for the majority of the course. a wilderness river. From some parts it would take you more than 5 hours to walk to the nearest house. a white water river. Paddling on flat water is no substitute for paddling on moving water. The kayaking stage main hazards are braided gravel beds, rock/boulder gardens, strong winds, deep water, other boats, wave chains, bluffs (headwalls) and re-circulating eddies. While kayaking alone is not recommended for recreational kayak trips, participants in the event may at times find themselves kayaking by themselves, because they: Are ahead of the field. Have fallen to the back of the field. Have taken a different channel. Are between safety kayaks and checkpoints. Are spread out by the nature of the event. Safety kayaks, jet boats and checkpoints are located at various locations through the river system on race day, to ensure that participants encounter officials at regular intervals. Sites with increased level of hazards are allocated increased resources. This level of support will not be there on training days. Students will be always accompanied by one experienced Adult. Participants should have sufficient proficiency to handle the river conditions that the event is staged in.

Participants need to ensure you also communicate hazards your support crews might encounter while at the Coast to Coast. They include: Gates/fences/electric fences - please leave them as you found them (if open, leave open / if closed, close behind you)

Shingle roads and farm tracks - please keep your vehicle speed down, and be aware of pedestrians and competitors. Tracks may become slippery in wet conditions.

Other hazards include: Road works - please keep to the temporary speeds. Wasps and bees. Alcohol - Do not drink and drive. Stock - Be respectful of all stock on the farms, do not scare or harass them. Barbed wire. Railway lines. Sun - ensure you are wearing sun protection at all times of the day (hat, sunglasses, sun-block, shirt with collar). In the event of a fire, extinguish it if possible, raise the alarm, and call emergency services. The weather is very unpredictable - come prepared for hot/cold, wet/dry and wind.

I, the undersigned, agree that I have read this form and confirm that I have the necessary skills, experience and competence to compete in The Kathmandu Coast to Coast and to join the Kathmandu Coast to Coast Academy. Because I can seriously affect other competitors and I will act responsibly at all times.

I have informed the organisers of any existing or recurring medical conditions that may affect me competing and training for the Kathmandu Coast to Coast. The Kathmandu Coast to Coast prefers to use education rather than legislation, but there are a number of important rules that must be adhered to. I agree to abide by the rules of the race, and understand that participation in this race is at my own risk and I accept full responsibility for my wellbeing during the event.

Waiver and Release from Liability and Potential Claims based upon Negligence or Other Claimed Misconduct

I am aware of the risks involved in being part of the Kathmandu Coast to Coast Academy and competing in a the Kathmandu Coast to Coast multisport race ("the Coast to Coast"). I understand that training for and participating in the Kathmandu Coast to Coast is at my own risk and I accept full responsibility and liability for my actions. In my judgment I have sufficient competence and experience to participate safely.

I certify that I am in sound health, physical and mental condition, and will undertake have sufficient training for participation in the Kathmandu Coast to Coast, I am not aware of any medical condition to the contrary and have not been advised otherwise by a qualified medical person.

On behalf of myself, my agents, administrators, heirs, next of kin, successors and assignees I:

(a) WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft, and all other risks or claims or actions of any kind (including negligence) whatever and however occurring to me as a result or in connection with, directly or indirectly, my participation, training for and my traveling to and from the Kathmandu Coast to Coast the following person or entities: Ultimate Event Productions Ltd ("the organisers"), Adventure Sport NZ ("the Race Director"), land managers and/or owners, event sponsors, volunteers, all cities, towns, regions, districts or other areas of whatever nature in which the event may be staged and their (its) representatives, respective officers, organisers, contacts, directors, employees, independent contractors, agents, and volunteers.

(b) INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 3(a) above from any and all liabilities, risks, claims or actions (including negligence) whatever or howsoever caused arising as a result of or in connection with, directly or indirectly, my participation in, training for, and traveling to and from the Kathmandu Coast to Coast.

I acknowledge that the organiser reserves the right to alter stages and times of the Kathmandu Coast to Coast for safety or other reasons.

I hereby consent to receive medical treatment, which may be deemed necessary in any event of injury, accident and or illness training for and during the Kathmandu Coast to Coast.

I agree that compensation for any injury received, or for any personal expenditure incurred as the result of any accident during participation and training for the Kathmandu Coast to Coast and associated events or an activity related in any way to the Kathmandu Coast to Coast shall be limited to the compensation, if any, which may be agreed to or awarded by the New Zealand Accident Compensation Commission.

I hereby consent to the use of my name, voice, photograph, video or film likeness and any information provided on this entry form to be used without payment in any broadcast, telecast, promotion or advertising for the purpose of promoting future or other events by the organiser, sponsors and/or assignees.

I agree to accept emails from the organisers, Race Director and sponsors regarding their services.

I agree to abide by the rules and regulations as set down for the Kathmandu Coast to Coast, and I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the rules or I bring the Coast to Coast or sports into disrepute. I further understand that the organisers reserve the right to reject any entry without having any justification for their actions.

If you have read this document, understand and accept its contents, please sign and date.

**Team member 1:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date:

**Team member 2:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date:

**Team member 3:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date:

## ACADEMY TERMS AND CONDITIONS

1. The Promotion runs from Monday July 17th 2017 until Friday August 25th 2017 at 5:00pm.
2. The Promoter reserves the right to terminate or withdraw the Promotion at any time.

## HOW TO ENTER

1. Applications are open to current Summit Club members only who correctly complete the application form online at [www.coasttocoast.co.nz](http://www.coasttocoast.co.nz)
2. Applicants will only be considered when:
  - The 2018 Kathmandu Coast to Coast Academy Application form has been completed in full.
  - The 2018 Kathmandu Coast to Coast Academy Application form has been submitted to [info@coasttocoast.co.nz](mailto:info@coasttocoast.co.nz) before Friday August 25<sup>th</sup> 2017 at 5.00pm
  - The 2018 Kathmandu Coast to Coast Academy Waiver form has been signed and submitted to [info@coasttocoast.co.nz](mailto:info@coasttocoast.co.nz) before Friday August 25<sup>th</sup> 2017 at 5.00pm
1. Applications are open only to residents of New Zealand, except employees of the Promoter, Ultimate Events Productions, and their immediate families, who are not eligible to enter.
2. Successful applicants must be students still enrolled at High School on race day, and are between 14 and 18 years old.
3. Applications made on students behalf will be accepted
4. Only one application per team will be accepted.
5. The promoter will give away a total of one prize pack to one team only
6. Team's must be 3 people
7. Students must attend the same school
8. The Promoter will judge the application to determine the winning applicants. Which it considers, in its sole discretion, to be the most deserving and relevant, based on information provided in the Kathmandu Coast to Coast Academy Application form. The Promoter's decision is final and no correspondence will be entered into
9. The judging of the entries will take place at Kathmandu Ltd, 223 Tuam Street, Christchurch Central, Christchurch 8011, New Zealand and will be completed by September 1st 2017.
10. Judging of successful applicant are made on the accurateness and truthfulness of the information contained within the application. If any information is found to be untrue or misleading, Kathmandu may undertake legal proceedings against the applicant.
11. The successful applicant will be notified via email, following the completion of the Promotion.
12. In the event of an unclaimed prize, where we are unable to contact the winner(s), new winner(s) will be chosen and this will take place at the same venue and time before Friday 8th September 2017.
13. The new successful applicant will be notified via email following the completion of the Promotion.
14. By entering THE PROMOTION the applicant consents to any information they submit being published on the Kathmandu online properties (including Kathmandu website and e-campaigns, Facebook, Twitter, Pinterest, Instagram and Google+ channels).
15. As a condition of entering this PROMOTION, an Entrant's entry and name may be used by THE PROMOTER in any media for an unlimited period of time and worldwide without further notification, remuneration or compensation.
16. You will provide Kathmandu with promotional material, e.g. videos, photos, blog references, etc, showing how the product has assisted your adventure. By providing this material (video, photographs and copy), you provide Kathmandu and Coast to Coast (Ultimate Event Productions Ltd) with unrestricted permission to use and/or publish this material.
17. It is expected that the winning applicants wear the Salomon shoes, Kathmandu gear and Champion Systems race kit provided in all media engagements promotional material and whilst competing in the 2018 Kathmandu Coast to Coast. It is expected that the winning applicants refrains from wearing any other apparel or equipment whilst competing in the 2018 Kathmandu Coast to Coast.

## PRIZE

1. The prizes cannot be split up into different packages and must be taken at once and is not transferrable.
2. Travel insurance is required to be held by all applicants and is not included in the prize. Travel insurance should be checked to ensure it covers emergency service (ambulance) extraction.
3. Kathmandu Coast to Coast Academy does not include travel to and from the 2018 Kathmandu Coast to Coast.
4. It is expected the winning applicants will undertake their own fundraising to cover all additional costs associated with competing and training for the 2018 Kathmandu Coast to Coast.
5. It is expected that the winning applicants compete in the 2018 Kathmandu Coast to Coast race on 9 and 10 February 2018.
6. Training, mentoring, will be organised by Ultimate Event Productions in conjunction with the successful applicants, and requires the winning application to make themselves available at the locations and times, decided upon by Ultimate Event Productions between the period of August 25 2017 and February 10 2018.
7. Product given to successful applicants, are not to be on-sold to any other party (e.g. this includes but not limited to Trade Me/EBay).
8. The product is to be used only for the purposes you have stated in this application.
9. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in Connection with the prize except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
10. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide a free alternative team race entry to another race at the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
11. The winner may be asked to provide a credit card to cover incidentals or damage, whilst travelling or training for the 2018 Kathmandu Coast to Coast.

## LIABILITY

1. The Promoter, Ultimate Events Productions, and any other person or party associated with this promotion are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, fax equipment, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Applicant's or any other person's fax equipment, mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this Promotion. The Promoter, Ultimate Events Productions, and any other person or party associated with this promotion shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the Promotion or taking any Prize or using any Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
2. Correct contact details are the responsibility of the entrant
3. For Summit Club terms and conditions and a copy of the Kathmandu privacy policy, please visit our website at [www.kathmandu.co.nz](http://www.kathmandu.co.nz)
4. For Ultimate Events Privacy Policy [click here](#)
5. Entry into the Promotion is conditional on acceptance of these terms and condition

I have read the waiver release document, Terms and conditions of the promotion, I understand and accept its content. Furthermore I agree to both the:

1. Competitor's Personal Responsibility
2. Waiver and Release from Liability and Potential Claims based upon Negligence or Other Claimed Misconduct

**Team member 1:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date:

**Team member 2:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date:

**Team member 3:**

Signature:

Name:

Date:

Parent/Guardian Signature:

Date: