

FEEL THE BURN PARTICIPANT AGREEMENT

Parties

- (1) **Participant:** the participant entered in the online registration form for the Event ("**Participant**").
- (2) **Organisation:** Craigieburn Fire Recovery Trust, being a not for profit incorporated charitable trust engaged in conservation and restoration activities and from time to time organising events ("**Organisation**").
- (3) **Parent/Guardian** (if applicable): the named parent/guardian in the online registration form being the parent or legal guardian of the Participant ("**Parent/Guardian**").

Background

- (A) The Organisation is conducting, organising and facilitating events including Feel the Burn Trail Run through Flock Hill and Castle Hill Stations and the Craigieburn Forest Park ("**Event**").
- (B) The Participant wishes to participate in the Event on a voluntary basis.
- (C) The Event involves inherent risks of physical injury, property damage, and other potential harm that cannot be eliminated despite the exercise of reasonable care.
- (D) The Organisation requires all participants to acknowledge these risks and release the Organisation from liability as a condition of participation.
- (E) This agreement, the online registration form and the terms and conditions on the Event website define the respective rights, responsibilities, and liabilities of the parties in relation to the Participant's involvement in the Event.

- (F) The Participant acknowledges that participation in the Event is entirely voluntary and that they are under no obligation to participate.
- (G) The Organisation collects, uses, stores, and discloses personal information in accordance with the Privacy Act 2020 and this agreement.

1. Definitions

- 1.1. **Event** means the sports, recreational, fitness, or physical activity described as Feel the Burn Trail Run and includes all related activities, instruction, training, competition, warm-up, cool-down, and transportation provided by the Organisation.
- 1.2. **Claims** means any and all claims, demands, actions, causes of action, damages, losses, costs, and expenses of any nature whatsoever, whether in contract, tort, negligence, or otherwise.
- 1.3. **Equipment** means all apparatus, gear, tools, facilities, premises, and property used in connection with the Event, whether owned, leased, or provided by the Organisation or third parties.
- 1.4. **Injuries** means any physical injury, illness, disability, death, emotional distress, or psychological harm of any kind.
- 1.5. **Organisation** includes Craigieburn Fire Recovery Trust, its directors, officers, employees, agents, volunteers, contractors, instructors, coaches, affiliated organisations, and any other persons acting on its behalf.
- 1.6. **Participant** means the participant entered in the online registration form for the Event and includes their personal representatives, heirs, executors, administrators, successors, and assigns.

- 1.7. **Personal information** means any information about an identifiable individual, including but not limited to name, address, contact details, date of birth, medical information, emergency contact information, photographs, video recordings, and performance data.
- 1.8. **Property** means any personal property, belongings, or equipment owned by or in the possession of the Participant.
- 1.9. **Risks** means all dangers, hazards, and risks associated with the Event, whether they are inherent, obvious, foreseeable, or unforeseeable, including but not limited to those described in this agreement.
- 1.10. **Third Party** means any person or entity other than the Participant and the Organisation.
- 1.11. **Venue** means Flock Hill and Castle Hill Stations and Craigieburn Forest Park and includes all premises, facilities, grounds, and areas where the Event takes place or which are used in connection with the Event.

2. **Assumption of Risk**

- 2.1. The Participant acknowledges that participation in the Event is entirely voluntary and that they have chosen to participate of their own free will.
- 2.2. The Participant acknowledges and agrees that the Event involves inherent **Risks** that cannot be eliminated regardless of the care taken by the Organisation.
- 2.3. The Participant expressly assumes all **Risks** associated with or arising from participation in the Event, including but not limited to:
- (a) **Injuries** to the person including death, permanent disability, paralysis, and loss of limbs;

- (b) damage to or loss of **Property** including personal belongings and **Equipment**;
- (c) **Risks** arising from the condition, design, or maintenance of the **Venue** and facilities;
- (d) **Risks** arising from weather conditions, natural disasters, or environmental factors;
- (e) **Risks** arising from the actions or omissions of other participants, spectators, or **Third Party** persons;
- (f) **Risks** arising from the use of **Equipment**, whether provided by the Organisation or owned by the Participant.

2.4. The Participant acknowledges that they have been given the opportunity to ask questions about the **Risks** involved in the Event and that all such questions have been answered to their satisfaction.

2.5. The Participant voluntarily assumes all **Risks** of **Injuries** or damage, whether known or unknown, foreseen or unforeseen, that may result from participation in the Event.

2.6. The Participant acknowledges that they are solely responsible for determining their own fitness and capability to safely participate in the Event.

3. Release and Discharge of Liability

3.1. The Participant hereby releases, discharges, and holds harmless the Organisation from any and all Claims arising from or in connection with the Participant's participation in the Event.

3.2. The release in clause 3.1 extends to Claims for:

- (a) property damage to or loss of the Participant's Property;
 - (b) economic loss suffered by the Participant;
 - (c) inconvenience, distress, or disappointment experienced by the Participant.
- 3.3. The Participant releases the Organisation from liability for Injuries to the extent permitted by law, acknowledging that nothing in this agreement excludes or limits liability that cannot be excluded or limited under New Zealand law.
- 3.4. The release extends to all Claims whether arising from:
- (a) the negligence of the Organisation or its employees, agents, or representatives;
 - (b) breach of contract or breach of duty;
 - (c) the condition, design, or maintenance of the Venue or Equipment;
 - (d) the actions or omissions of other participants or Third Parties.
- 3.5. The Participant releases and discharges not only the Organisation but also its officers, directors, employees, agents, contractors, volunteers, affiliated organisations, and insurers from the Claims described in this section.
- 3.6. This release applies to all Claims whether known or unknown, foreseen or unforeseen, that have arisen or may arise from the Participant's participation in the Event.
- 3.7. The Participant acknowledges that this release is given voluntarily and with full understanding of its consequences.

4. Indemnification Clause

- 4.1. The Participant agrees to indemnify and hold harmless the Organisation from and against any and all Claims made by Third Parties arising out of or in connection with the Participant's participation in the Event.
- 4.2. The indemnification obligation in clause 4.1 includes but is not limited to Claims for:
- (a) Injuries caused by the Participant to Third Parties during the Event;
 - (b) damage to Property belonging to Third Parties caused by the Participant;
 - (c) any breach by the Participant of the rules, regulations, or safety requirements of the Event; and
 - (d) any negligent or intentional acts or omissions of the Participant during the Event.
- 4.3. The Participant agrees to reimburse the Organisation for all reasonable costs, expenses, and legal fees incurred in defending against any Claims covered by this indemnification, whether or not such Claims result in liability.
- 4.4. The Organisation shall provide the Participant with prompt written notice of any Claim for which indemnification is sought under this section.
- 4.5. This indemnification obligation shall survive the completion or termination of the Participant's involvement in the Event.

5. Medical Emergency Authorisation

- 5.1. The Participant (and Parent/Guardian if the Participant is under 18 years of age) hereby authorises the Organisation, its employees, agents, or

representatives to seek and consent to emergency medical treatment for the Participant in the event of injury, illness, or medical emergency arising during or in connection with the Event.

- 5.2. The Participant (and Parent/Guardian if applicable) consents to medical professionals providing such emergency treatment as they deem necessary in their professional judgment, including but not limited to first aid, ambulance services, hospital treatment, surgery, and administration of medication.
- 5.3. The Participant acknowledges and agrees that:
 - (a) They are solely responsible for all costs associated with medical treatment, including ambulance, hospital, specialist, and pharmaceutical costs.
 - (b) The Organisation has no obligation to provide medical care or assume responsibility for medical expenses.
 - (c) The Organisation's insurance, if any, does not cover the Participant's medical expenses.
- 5.4. The Participant releases and holds harmless the Organisation from any Claims arising from emergency medical decisions made in good faith or delays in obtaining medical treatment.
- 5.5. The Participant warrants that they have disclosed all relevant medical conditions, medications, and allergies that may affect their participation in the Event or emergency medical treatment.
- 5.6. In the event emergency contact cannot be made with the Participant's designated emergency contact, this authorisation shall remain valid and enforceable.

6. Insurance and Medical Coverage

- 6.1. The Participant acknowledges and agrees that they are solely responsible for obtaining and maintaining adequate personal insurance coverage, including but not limited to health, accident, disability, and personal property insurance, to cover any potential Injuries or Property damage arising from or in connection with participation in the Event.
- 6.2. The Organisation does not provide, maintain, or guarantee any insurance coverage for the Participant and expressly disclaims any obligation to provide such coverage.
- 6.3. The Participant acknowledges that they are solely responsible for all medical, hospital, ambulance, rehabilitation, and other healthcare costs and expenses arising from or related to participation in the Event, regardless of whether such costs are covered by insurance.
- 6.4. The Participant is strongly advised to consult with their insurance provider to ensure that their current insurance policies provide adequate coverage for participation in the Event and associated Risks.
- 6.5. The Participant acknowledges that participation in the Event may void or limit coverage under certain insurance policies and agrees to investigate and understand the terms of their insurance coverage before participating.
- 6.6. The Participant agrees to indemnify and hold harmless the Organisation from any Claims relating to insurance coverage or lack thereof, including any gaps in coverage or disputes with insurance providers.

7. Privacy and Personal Information

- 7.1. Collection of Personal Information

The Organisation collects Personal Information from the Participant including but not limited to: (a) name, address, contact details, date of birth, and age; (b) emergency contact information; (c) medical information, health conditions, allergies, and fitness levels; (d) participation history and performance data; (e) photographs, videos, and audio recordings; (f) payment and registration information; (g) any other information provided during registration, participation, or communication with the Organisation.

7.2. Purpose of Collection Personal

Information is collected for the following purposes: (a) event registration, administration, and participant management; (b) health and safety management during the Event; (c) emergency contact and medical response; (d) insurance and risk management; (e) event promotion, marketing, and publicity; (f) communication regarding current and future events; (g) compliance with legal and regulatory requirements; (h) research and analysis to improve future events.

7.3. Lawful Basis for Processing

The Organisation processes Personal Information under the following lawful bases: (a) consent of the Participant (and Parent/Guardian where applicable); (b) performance of this agreement and event administration; (c) legitimate interests of the Organisation in conducting safe and successful events; (d) compliance with legal obligations including health and safety requirements.

7.4. Use and Disclosure

(a) Personal Information will only be used for the purposes stated in clause 7.2. (b) The Organisation may disclose Personal Information to: (i) medical professionals and emergency services for health and safety purposes; (ii) event staff, volunteers, contractors, and service providers necessary for event delivery; (iii) insurance providers and legal advisors where required; (iv) law enforcement or regulatory authorities where

legally required; (v) sponsors and partners for event promotion purposes (with consent); (vi) timing and results service providers for event management. (c) Personal Information will not be sold, traded, or disclosed to third parties for commercial purposes unrelated to the Event.

7.7. Privacy Officer Contact

For privacy-related enquiries, requests, 7.5. Storage and Security

- (a) Personal Information will be stored securely using appropriate physical, electronic, and procedural safeguards.
- (b) Access to Personal Information is restricted to authorised personnel who require it for legitimate purposes.
- (c) Personal Information will be retained only for as long as necessary to fulfill the purposes outlined in clause 7.2 or as required by law.
- (d) The Organisation will take reasonable steps to destroy or permanently de-identify Personal Information when it is no longer required.

7.6. Participant Rights Under the Privacy Act 2020, the Participant has the right to:

- (a) request access to their Personal Information held by the Organisation;
- (b) request correction of any inaccurate or incomplete Personal Information;
- (c) request deletion of Personal Information in certain circumstances;
- (d) withdraw consent for processing where consent is the lawful basis; (e) lodge a complaint with the Privacy Commissioner if they believe their privacy has been breached.

or complaints, contact: Privacy Officer: Catherine Ross Email: catherinerossnz@gmail.com.

7.8. Overseas Disclosure

If Personal Information is disclosed to recipients outside New Zealand, the Organisation will ensure appropriate safeguards are in place or obtain the Participant's consent where required by law.

7.9. Privacy Policy

This privacy clause should be read in conjunction with the Organisation's full Privacy Policy, available at [\[PRIVACY POLICY URL\]](#).

8. Photography and Media Release

- 8.1. The Participant consents to the Organisation and its authorised representatives photographing, filming, videotaping, or otherwise recording the Participant's image, likeness, voice, and performance during the Event ("**Recordings**").
- 8.2. The Participant grants to the Organisation a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute, display, and publish the Recordings for any lawful purpose including but not limited to:
 - (a) promotional and marketing materials for the Organisation;
 - (b) educational and training purposes;
 - (c) social media content and digital platforms;
 - (d) print and electronic publications;
 - (e) fundraising and sponsorship activities.

- 8.3. The Participant waives any right to inspect or approve the Recordings or any materials incorporating the Recordings before publication or use.
- 8.4. The Participant waives any claim to compensation, royalties, or other payment arising from the use of the Recordings.
- 8.5. The Participant acknowledges that the Organisation is under no obligation to use any Recordings and may choose not to use them at its sole discretion.
- 8.6. If the Participant does not consent to being recorded or photographed, the Participant must notify the Organisation in writing prior to commencement of the Event and may be required to identify themselves clearly during the Event.

9. Compliance with Rules and Instructions

- 9.1. The Participant agrees to comply with all rules, regulations, instructions, and safety guidelines established by the Organisation in relation to the Event.
- 9.2. The Participant acknowledges that they must follow all oral and written instructions given by the Organization's staff, coaches, officials, or authorised representatives before, during, and after the Event.
- 9.3. The Participant agrees to use all Equipment in accordance with the Organisation's instructions and safety guidelines.
 - (a) The Participant must inspect all Equipment before use and immediately report any defects or safety concerns to the Organisation's staff.
 - (b) The Participant agrees not to use any Equipment that has not been approved by the Organisation or that they have been instructed not to use.

- 9.4. The Participant agrees to conduct themselves in a safe and responsible manner at all times during the Event.
- (a) The Participant will not engage in any behaviour that may endanger themselves or other participants.
- (b) The Participant will not participate in the Event while under the influence of alcohol, illegal drugs, or any substance that may impair their judgment or physical abilities.
- 9.5. The Organisation reserves the right to immediately exclude the Participant from the Event if they fail to comply with any rules, instructions, or safety guidelines.
- 9.6. The Participant acknowledges that failure to comply with rules and instructions may increase the **Risks** associated with the Event and may result in **Injuries** or damage to **Property**.
- 9.7. The Participant agrees that any exclusion from the Event due to non-compliance will not entitle them to any refund of fees paid to the Organisation.

10. Severability Clause

- 10.1. If any provision of this agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement.
- 10.2. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of this agreement.

- 10.3. The remaining provisions shall continue in full force and effect as if the invalid, illegal, or unenforceable provision had never been included in this agreement.
- 10.4. Where a provision is severed under clause 9.1, the parties shall use their best efforts to agree upon a valid and enforceable provision that achieves, to the greatest extent possible, the commercial intention of the severed provision.

11. Governing Law and Jurisdiction

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of New Zealand.
- 11.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for the determination of any dispute arising out of or in connection with this Agreement.
- 11.3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions shall continue in full force and effect.
- 11.4. The parties agree that any dispute arising under this Agreement shall first be addressed through good faith negotiations before commencing legal proceedings.
- 11.5. This Agreement shall be binding upon and endure for the benefit of the parties' respective heirs, executors, administrators, successors, and assigns.

12. Entire Agreement

- 12.1. This agreement, the Event online registration form and the Event Terms and Conditions (available at Craigieburnbasin.com) constitute the entire agreement.

- 12.3. No modification, amendment, or variation of this agreement shall be effective unless made in writing and signed by all parties to this agreement. Except that the online terms and conditions may be changed unilaterally by the **Organisation**.
- 12.4. No oral representations, warranties, or agreements made by any representative of the **Organisation** shall be binding upon the **Organisation** or form part of this agreement.
- 12.5. By signing below, the Participant (and Parent/Guardian where applicable) acknowledges that they have read and understood the privacy provisions in
- 12.6 Each party acknowledges that they have not relied upon any representation, warranty, or statement not expressly set forth in this agreement in deciding to enter into this agreement. By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this agreement.