

TERMS AND CONDITIONS

Event Organiser: LAGARDERE UNLIMITED OCEANIA LIMITED ("Organiser")

Event: The Pioneer 7 Day Mountain Bike Stage Race ("Event")

TO PARTICIPATE IN THE PIONEER AND AS A CONDITION OF MY ACCEPTANCE AS A COMPETITOR IN THE PIONEER I WARRANT THAT:

1. I am medically fit (including physically and mentally) to participate in any mountain biking activity or similar and that I have not been advised otherwise by a medical or other health professional;
2. I have sufficient competence, knowledge, common sense, experience, survival skills and will use sufficient appropriate equipment to participate in the Event in a manner which will be safe to myself and others.
3. I have been given the opportunity by the Event Organiser to attend a pre-Event briefing session.
4. I am aware of the risk and understand the type of activities I will be involved in during the Event and recognise that the Event may include the following hazards:
 - a strenuous event format,
 - vehicle traffic,
 - actions of other competitors, spectators and the public
 - weather conditions,
 - hypothermia,
 - heat exhaustion,
 - unsuitability of my or another Competitor's equipment,
 - natural and man-made objects and hazards encountered during the event
 - other unspecified hazards.
5. I grant permission to the Event Organiser, agents, employees, contractors and sponsors to:
 - a) Photograph, film or otherwise record my voice, image and likeness in connection with the Event (each, an "Appearance"); and
 - b) Commercially exploit all appearances, including (without limitation) to use any appearance in advertising, publicity, promotional and merchandising activities;
6. I agree that the Event Organiser is the exclusive owner of, and retains all copyright and any other intellectual property rights that are recognized or protected under law in, each Appearance and all adaptation, modifications and new versions of each Appearance, whether existing now or in the future.
7. I agree that the Event Organiser may assign any or all of its rights under this Agreement to any person or entity at any time without notice.
8. I acknowledge that I am responsible for arranging my own insurance cover (including the costs of my repatriation after the Event if I am an international competitor).
9. I acknowledge that the Event Organiser reserves the right to alter the advertised course if conditions warrant or if the Event Organiser deems any alteration of the Event course is necessary for any other reason.
10. I acknowledge that the Event Organiser maybe required to cancel or postpone the Event due to weather conditions, natural disaster, "acts of God", terrorism, war or any other reason so determined by the Event Organiser and that the my entry fee will be not be refunded should cancellation or postponement occur.
11. I confirm I have read the Event rules (available on the Event website www.pioneer.co.nz). I agree to abide by the Event rules and all directions of Event Officials and understand that I may be summarily removed from the Event at any time if in the opinion of the Event Organiser I have deliberately ignored instructions from Event Officials, broken any of the Event Rules, or brought the Event into disrepute. I further understand that the Event Organiser reserves the right to reject any entry at its absolute discretion.
12. I acknowledge and agree that I choose of my own free will to enter the Event and have relied on no oral representations, statements or inducements by the Event Organiser in making my decision to enter the Event.
13. I will be eighteen (18) years of age or older on Stage 1 of the Event.