

Cathedral Peak Challenge (CPC) 2018

Acknowledgement, Release and Indemnity

This is an important document which affects your legal rights and obligations. Please read it carefully.

Cathedral Peak Hotel (hereinafter referred to as “the Challenge Organisers”) is organising the Cathedral Peak Challenge, (hereinafter referred to as “the Challenge”), a race from the hotel to the top of Cathedral Peak.

I have chosen to participate in the Challenge and I have agreed to the terms and conditions as set out below:

1. In consideration of the Challenge organisers accepting my participation in the Cathedral Peak Challenge on _____ 2018 (the “Challenge”). I agree to this release of claims, waiver of liability and assumption of risk.
2. I have read and understand the Challenge rules and information relating to the Challenge. These are attached as annexure “A”.
3. I understand the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Challenge and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Challenge.
4. Should I become aware of any medical condition or impairment, or if I am sick or injured prior to or during the Challenge, I will withdraw from the Challenge.
5. I acknowledge that participating in the Challenge is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of the Challenge is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and are a reason for my participation in the Challenge.
6. I acknowledge and understand that whilst participating in the Challenge *inter_alia*:
 - 6.1 I may be injured, physically or mentally, or may die from various causes including, but not limited to, inclement weather, an act of God, an attack by an animal or reptile including a snake bite, overexertion, dehydration, cardiac arrest, slipping, tripping or falling, accidents with other participants, or accidents caused by my own actions;
 - 6.2 My personal property may be stolen, lost or damaged;
 - 6.3 I may cause injury to other persons or damage their property;
 - 6.4 The conditions under which the Challenge is conducted may vary without warning;

- 6.5 That the Challenge is in a remote location and access to medical support is limited and will take significant time to reach me;
 - 6.6 There may be no or inadequate facilities for treatment or transport of me if I am injured;
 - 6.7 I assume the risk and responsibility for any injury, death or property damage or property loss resulting from my participation in the Challenge.
7. I agree that if I am injured or require medical assistance, the Challenge Organisers can, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Challenge Organisers. I agree that I am responsible for my own medical and ambulance insurance cover.
8. I agree to release, indemnify and hold harmless the Challenge Organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders, sponsors and any other people associated in any way with the Challenge from and against any and all claims, demands, lawsuits, legal actions or applications, causes of action, expenses, costs and proceedings of any legal nature whatsoever, which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Challenge, whether by negligence, breach of contract or in any other way whatsoever.
9. I also agree that while participating in the Challenge, if I am injured, die or my property is damaged, lost or stolen, neither I nor my estate will bring any claim, legal or otherwise, against the Challenge Organisers in respect of that injury, death or damage.
10. I agree to allow my name, results, photographs, videos, and multimedia or film likeness to be used for any legitimate purpose by the Challenge Organisers without payment or compensation.
11. I agree to abide by the Challenge rules and the directions of all Challenge officials.
12. I acknowledge that the Challenge Organisers may change the advertised course without notice if the Challenge Organisers deem this necessary.

I also acknowledge that the Challenge Organisers may cancel the Challenge due to weather conditions, safety considerations, terrorism or 'acts of God' in their sole discretion and that in such circumstances my entry fee will be non-refundable.

Your Name:.....

Your Identity Number / Passport Number:

Your Signature:.....

Your contact number:

Your contact person in case of emergency:.....

His/her phone number:.....