

TERMS AND CONDITIONS OF ENTRY FOR THE HARDMAN TRIATHLON

*In consideration of the acceptance of this entry, I agree that I enter the race at my own risk and that (to the fullest extent permitted by the law) no person(s) or organisation(s) will be held responsible for any expense, accident, injury or loss to me, prior to, during or after the event.

*Neither Triathlon Ireland, Hardman Events Ltd("the Organisers"), their officers, employees or associates(in particular but not exclusively Killarney Golf and Fishing Club, the National Parks and Wildlife Service, Killarney National Park, Kerry County Council, An Garda Siochana, South Kerry Development Partnership, the Rural Social Scheme, the Castlerosse Hotel, Fossa GAA Club), event sponsors, event volunteers, event officials or agents shall be, nor shall be deemed to be, responsible or liable (whether in contract or in tort or under any statute whatsoever), for any pain and suffering, injury, illness or other mishap to myself or my property, my family or dependents, sustained in, or arising from or out of, or in any way directly or indirectly connected with the event; and I, for myself, my heirs and executors, hereby expressly waive, release and forever discharge all of the above named from any liability arising out of my participation in this event.

* I agree to indemnify and hold harmless all the persons or entities mentioned above (whether individually named or not)from any and all liabilities, claims or actions (including negligence) whatever and however caused which may arise, at any time, as a result of or in connection with, directly or indirectly, my participation in the Hardman Triathlon and its associated activities ("the event") and vis-à-vis any third party, as far as this third party suffered any damage or injury during the event due to my participation in the event or in any way for which I might be wholly or partly responsible.

*I am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effects of weather, traffic and conditions of the river and road.

*This waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

* I have sole responsibility for my personal possessions and athletic equipment during the Hardman Triathlon, and its related activities.

* None of the above named shall be liable for the actions of any spectators or other third parties.

* By submitting this application I accept and will abide by the rules of Triathlon Ireland and of the event and I understand that it is my responsibility to consult the event website www.hardman.ie for the most up to date version of the rules.

* I must provide the race organisers with my Triathlon Ireland membership number or evidence of my One Day Membership Licence in order to be admitted to the triathlon on race-day.

* I accept that Hardman Events Ltd reserve the right to alter the arrangements and conditions of entry should circumstances require.

* The organisers reserve the right to change the date of the event. Should a change of date happen and I am unable to attend on the revised date, I acknowledge that I have three weeks, from the date of the announcement of the change of date, to contact Hardman Events Ltd in writing to receive a refund of my entry fee. A full refund will be made if the event is cancelled and no revised date is set.

* No transfers are permitted.

* If I withdraw from the event on or before 15th July 2016, I shall be entitled to receive a refund of 50% of my entry fee or a deferral to 2017. This deferral is a once-off and cannot be carried over again. Notice of withdrawal or deferral must be received by Hardman Events Ltd in writing on or before 16th July 2016. All refunds will be made on the 31st of July 2016.

* The Organisers reserve the right at any time to remove participants from the event or to prevent participants taking part in the event, if in the Organisers' sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the event by other participants or for any other reasonable reason. No refund shall be made where a participant is disqualified as a result of an infringement of these Terms and Conditions, or where a participant has acted with wilful misconduct or otherwise without due care and attention.

* I hereby grant full permission to any and all of the above named parties to use and reproduce any images or recordings whatsoever, fixed or moving, taken of me at this event for any legitimate purpose, including but not limited to, the advertising, promotion or exploitation of the event (and future events) through the medium of television, film, video or other media broadcasts. This permission is considered unlimited and may be used the world throughout. I confirm that all intellectual property in connection any such images or recordings shall remain the property of Hardman Events Ltd and where such intellectual property does not automatically vest in Hardman Events Ltd, these Terms and Conditions shall constitute a legally binding assignment thereof, and I consent to the signing of all reasonable documentation required to give effect thereto.

* I consent to Hardman Events Ltd holding and using all personal information disclosed by me, or on my behalf, in conjunction with my participation in the race and I agree that Hardman Events Ltd can use my personal information to contact me and they may also share my data with third parties associated with the race.

* Participating in this event is physically demanding and potentially hazardous, and I am aware that I should not enter and participate unless I am physically and medically able and properly trained. I confirm that I have no physical or medical disabilities or impairments which would endanger myself or others taking part. NOTE: Each participant is required to wear an appropriate wet suit during the swim leg. Hard shell helmets must be worn during the cycle leg. It is the responsibility of each participant to ensure that bicycles are in safe working order. Participants must be 18 years of age on race day.

* To the extent permitted by law all provisions of these Terms and Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision with the remaining provisions if necessary, being so amended as shall be necessary to give effect to the spirit of these Terms and Conditions so far as possible.