

Conditions of Contract

Your participation in any the Company's modules is subject to your acceptance of the following conditions:

1. For the purposes of these conditions "TACT" shall mean and include:

- 1.1 Triathlon Age-Group Coaching and Training Sports Enterprise Limited (the "Company"); and
- 1.2 The Directors of the Company; and
- 1.3 The employees, contractors, agents and representatives of the Company; and
- 1.4 Any volunteers engaged by the Company.

2. The Company shall provide the services forthwith upon receipt of this signed agreement and payment of the applicable fee described herein for the module(s) to which I have subscribed together with any services ancillary thereto, and shall do so with all reasonable care, skill, and diligence.

3. I shall pay all fees for the module(s) to which I have subscribed promptly and without deduction or set-off. I acknowledge that any failure by me to comply with this clause shall constitute a material breach of this Contract for the purposes of clause 10 below.

4. I confirm that I am sufficiently fit and trained to participate in this module, that I am not suffering from any medical condition which may impair my ability to do so, that I have not been advised against such participation by a qualified health professional, and that I shall inform the Company immediately should I be advised by a qualified health professional that I should not participate.

5. I assume all the risks which my participation in any of the Company's modules may entail, including but not limited to the risks of injury, death, loss of or damage to any property owned by me or in my possession or control, and consequential loss or damage arising there from (including but not limited to the costs of any medical treatment, loss of or forfeiture of any expenses such as entry fees, travel and accommodation expenses, the loss of any remuneration or income which may result from my injury or death, and any legal liability which I may incur to any other person), however and wherever such injury, damage or loss should occur, **and I waive absolutely and irrevocably** all or any rights, claims and remedies I may have against TACT, whether in contract, tort, or otherwise, for any such

injury, death, loss, or damage, of whatsoever nature and howsoever arising including but not limited to injury, death, loss, or damage caused by or arising out of any negligence by TACT.

6. I hereby consent to the provision to me of first aid, emergency or other medical treatment for the purpose of treating or relieving any injury or physical harm I may suffer as a consequence of my participation in any of the Company's modules, and agree that this consent may be communicated to any medical practitioner, hospital or other medical or other health care facility and that it shall constitute sufficient evidence of my consent to any medical procedure which may be considered appropriate to treat or relieve such injuries including but not limited to the administration of anesthesia and the provision of blood transfusions. I acknowledge and accept the risk of complication and unforeseen consequences arising out of any such treatment. I acknowledge too that the cost of any such medical treatment or services (if any) shall be my responsibility.

7. I agree to indemnify TACT and to hold it harmless for any loss or damage which TACT may suffer of whatsoever nature, and any legal liability which TACT may incur, caused by or arising out of any negligence, reckless or unlawful act or omission by me in the course of my participation in any of the Company's module.

8. I acknowledge that at its absolute discretion the Company may prescribe Rules of Conduct ("the Rules") applicable to those participating in the Company's modules including myself, and that in its absolute discretion the Company may amend or terminate the Rules at any time, and I agree to comply with the Rules whenever participating in any such modules.

9. I acknowledge that all training programmes, plans, and ancillary information which I may receive by virtue of my participation in any of the Company's modules, are confidential and shall remain the exclusive property of the Company, and I agree that without the prior written permission of the Company, I shall not provide such programmes, plans, or ancillary information, or any copy thereof, to any other person.

10. This Contract may be terminated:

- 10.1 By mutual agreement;
- 10.2 By the Company either:
 - (i) Immediately should I break any of the Conditions herein and such breach is material; or

- (ii) if the Company should consider, on reasonable grounds, that I am not sufficiently fit or healthy to continue to participate safely in any of the Company's modules; or
- (iii) on 14 days notice of termination.

10.3 By me, either:

- (i) Immediately, should the Company breach any of the Conditions herein and such breach is material; or
- (ii) on 14 days notice of termination.

11. This Contract shall be governed by the laws of New Zealand, and the New Zealand courts shall have exclusive jurisdiction to hear and determine any claim or dispute arising out of or related to this Contract, its interpretation, performance, or termination, and I hereby submit to the exclusive jurisdiction of the courts of New Zealand for that purpose.

I confirm that:

1. I am 16 years of age or older. (If under 18, the signature of a parent or guardian is required, as well as your own).
2. I have read and understood these Conditions of Contract, and I accept them.