



DISCLAIMER FOR EVENTS ORGANISED BY THE MALTA TRIATHLON FEDERATION

TERMS & CONDITIONS

1. Acceptance of Conditions

These Conditions shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Participant or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. A variation of these Conditions is only valid if the Event Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email), The Participant shall be deemed to have accepted these Conditions upon completion of the Race Registration Form.

2. Participation

2.1 The Participant acknowledges that participation in the Event is physically strenuous. It is acknowledged that participation in the Event will be physically demanding and the Participant is aware of the nature of the Event and associated medical and physical risks involved.

2.2 The Participant agrees that he/she is physically capable of competing in the Event and agrees to be solely responsible for his/her actions and the Event Organiser, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event. The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw in accordance with these Conditions.

2.3 The Participant agrees to abide by all applicable rules and regulations including the Malta Triathlon Federation ("MTF") Competition and Doping rules and the rules and regulations of the European Triathlon Union ("ETU") and the International Triathlon Union ("ITU"). The Participant shall not be entitled to a refund of the Fees if he or she is disqualified from the Event as a result of an

infringement of these Conditions or any such rules and regulations. The Event Organiser is also entitled to impose Event rules upon the Participant from time to time which will form part of these Conditions.

2.4 The Participant must register and rack his/her bicycle at the times and on the day as instructed in the Event Information which will be issued by the Event Organiser before the Event.

2.5 It is the Participant's responsibility to provide and use a roadworthy bicycle and helmet which comply with ITU rules and regulations.

2.6 The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organiser's 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 of the Fee shall be made if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause his/her removal.

2.7 While the Event Organiser takes every care with the staging of the Event, the Participant acknowledges that personal accident and personal items insurance is his or her sole responsibility.

2.8 The minimum age of entry for the Full Distance Race is 18 years, while for the Half-Distance (including the Relay) is 16 years, with the Age calculated as on 31 December of the event.

2.9 All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings.

2.10 These Conditions are personal to the Participant and it may not assign any of its rights or obligations under this Agreement without the prior written consent of the Event Organiser. The Participant represents and warrants that the Entry is purchased for personal use only, that it cannot be donated free of charge or otherwise given away for free, and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Event Organiser), and in particular, that the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Donation, give

away, resale or attempted resale is grounds for seizure or cancelation without refund or other compensation.

2.11 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant other than set out in clause 4 below. By way of example, and for illustration purposes only, car parking arrangements, rules regarding wet suits, and issues with hotels, may arise/change but such changes/issues will not allow the Participant to withdraw and nor will the Event Organiser be deemed liable except as otherwise set out herein.

3. Bookings and Payments

3.1 In consideration for being granted the right to participate, the Participant must pay the Fee by no later than the closing date set out on the Entry Form.

3.2 The Participant shall not be eligible or entitled to participate in the Event until full payment of the Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

3.3 No registration shall be accepted following the race registration deadline date, as per this same form.

4. Withdrawal, Cancellations or Alterations

4.1 Should the conditions be deemed dangerous due to act of God or other circumstances which the organiser might deem fit to put in place, then no refund will be given, and a suitable alternative date shall be arranged, if possible.

4.2 Anyone who cannot participate in the new date set will not be entitled to a refund. Also should the conditions dictate then the Event Organisers will adjust the distances, segments and legs of the race as they deem fit and such adjustments which will be informed to the participants.

4.3 No cancellations, refunds or transfer of an event can be made.

CODE OF CONDUCT

By registering for this race, the participant is agreeing to regulate his conduct as per the Malta Triathlon Federation's Code of Conduct, and that he/she can be held liable and sanctioned accordingly by the said Code of Conduct and the Disciplinary Code of the Federation, both of which can be downloaded from www.triathlonmalta.org

DECLARATION OF FITNESS TO PARTICIPATE

I declare that I am medically fit to compete in this event. I enter at my own risk and agree that the organisers, sponsors, helpers and officials shall not be responsible for any injury, illness or damage to my person or personal belongings, howsoever caused, during any pre, actual or post event connected with this competition.

I also agree to abide by the rules of the event. I undertake to abide by the Malta Triathlon Federation's and ITU & ETU rules of competition.

I declare that I have not taken and am not taking any illegal substances in terms of the relevant WADA list of prohibited substances and I shall remain responsible and in virtue of the present I am binding myself to indemnify the Federation for any damages of whatever nature that the Federation may suffer if it results that I have taken such substances. More info on <http://www.sportmalta.org.mt/antidoping>.

The MTF reserves the right to take photographic recordings (still or moving) of participating athletes and publish these in media or social networking internet sites.

I the undersigned declare that I have understood the contents and importance of this document and the Terms & Conditions herein. I hereby declare to have a copy of this same document. I also declare that the above are complete and correct in every detail.