



UNIVERSITY & TERTIARY SPORT  
NEW ZEALAND

---

## 2019 NATIONAL TERTIARY 5x5 BASKETBALL PARTICIPATION AGREEMENT

---

All competitors in University and Tertiary Sport New Zealand events are required to read this agreement and complete the signee form prior to the start of the event.

I, will be participating in the NATIONAL TERTIARY 5x5 BASKETBALL CHAMPIONSHIP ("the event") held in Christchurch 20<sup>th</sup> - 22<sup>nd</sup> September 2019.

### **At the time of signing the signee form:**

- (a) I acknowledge that I have read, understood and declare that I meet, and will continue to meet for the duration of the event, the UTSNZ Code of Conduct, the UTSNZ Clean Sport Commitment and UTSNZ Eligibility Rules. I will abide by any penalties or sanctions imposed by any disciplinary committee for breaches of these policies.
- (b) I acknowledge that I understand and am bound by the rules/laws that govern the sport[s] I have entered for this event as well as the UTSNZ rule variations for the same sport(s).

*Note: any applicable UTSNZ rule variations are displayed on the UTSNZ website [www.utsnz.co.nz](http://www.utsnz.co.nz)*

### **In consideration of my participation in the event:**

- I ACKNOWLEDGE that there are inherent dangers associated with my participation in the event and that accidents can and often do happen which may result in me being injured, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the event.
- I DECLARE that I am medically and physically fit and able to participate in the event. I will immediately notify UTSNZ [or event organiser if not UTSNZ] in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that UTSNZ [or event organiser if not UTSNZ] will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I AGREE that I will not participate in the event unless I am completely satisfied with the adequacy and condition of the event arena and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the event. I acknowledge that UTSNZ makes no guarantee the event arena and anything related to the conduct of the event is fit for the purpose.
- I ACKNOWLEDGE that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of UTSNZ [or any delegated/endorsed event organiser if not UTSNZ] flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of UTSNZ [or any delegated/endorsed event organiser if not UTSNZ] will, at the

- discretion of UTSNZ, be limited to the resupply of the services or payment of the cost of having the services supplied again.
- I RELEASE and will release UTSNZ [or any delegated/endorsed event organiser if not UTSNZ] from all claims that I may have or may have had, but for this release, arising from or in connection with my participation in the event.
- I INDEMNIFY and will keep indemnified UTSNZ [or any delegated/endorsed event organiser if not UTSNZ] to the extent permitted by law in respect of any claim by any person as a result of or in connection with my participation in the event.
- I CONSENT to receiving any medical treatment that UTSNZ [or event organiser if not UTSNZ] reasonably considers necessary or desirable for me during my participation in the event. I also agree to reimburse UTSNZ [or event organiser if not UTSNZ] for any costs or expenses incurred in providing me with medical treatment.
- I ACKNOWLEDGE and consent to photographs and electronic images being taken of me during my participation in the event. I acknowledge and agree that such photographs and electronic images are owned by UTSNZ and that UTSNZ [or event organiser if not UTSNZ] may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to UTSNZ [or event organiser if not UTSNZ] using my name, image, likeness and also my performance in the event, at any time, by any form of media, to promote the event and UTSNZ.

**I acknowledge that I have read, understood, and agree to the UTSNZ EVENT PARTICIPATION AGREEMENT including the warning, exclusion of implied terms, release and indemnity. I have therefore signed the signee form accordingly.**

*Notes:*

*UTSNZ and event organisers require the information requested in this form for use in relation to the event. Any personal information provided will only be used in accordance with the objects and purposes of UTSNZ. This includes providing you with event-related information via post, email or SMS text messaging.*

*Individuals will be able to access their personal information through UTSNZ upon reasonable notice.*

*If the requested information is not provided you may not be able to participate in the event.*