

HERITAGE CUP

TERMS AND CONDITIONS

1. INSURANCES, RESPONSIBILITY

- 1.1 Make sure that all team players are insured both on and off the playing field. Heritage Cup does not provide any player accident insurance protecting participants in case of injury, illness, theft or damage to property.
- 1.2 Heritage Cup will not be held liable or responsible for any damage or injury to any player or parent during the tournament.
- 1.3 Notwithstanding the above, Heritage Cup has Public Liability Insurance and has ensured the venues that stage the matches have adequate Public Liability Insurance.

2. REFUNDS AND CANCELLATIONS

2.1 Before the event

As a general rule, we do not provide refunds for teams who withdraw from the competition unless a replacement team is confirmed. If there are extenuating circumstances, please contact us as soon as possible to discuss a potential solution.

2.2 During or after the event

Refunds will not be provided for matters concerning referee's decisions or any other similar matters. Refunds will not be provided to teams that are expelled from the competition due to a breach of the code of conduct.

3. NOTICE OF FILMING & PHOTOGRAPHY AND/OR AUDIO RECORDINGS

- 3.1 This event and any person attending may be filmed, photographed and/or recorded. By remaining at the venues and by entering the event:
 - (a) You acknowledge that you have been informed that you may be photographed and/or filmed and/or recorded and you give your irrevocable permission to be photographed and/or filmed and/or recorded.
 - (b) You grant your irrevocable permission for your likeness, mannerisms and/or voice to be included in any content for such filming, photographs and/or recording (and edited)



without compensation and/or credit, and which content may be communicated and/or exploited in any and all media worldwide in all perpetuity.

(c) If you do have any objection in relation to the above terms, please contact <u>heritagecup@morelandzebras.com</u> or an official at the tournament.

4. CATERING & FOOD OPTIONS

- 4.1 The event will be fully catered. Full canteen services will be operational serving a wide variety of cold food, hot food, snacks, fruit and drinks (hot and cold).
- 4.2 Participants and all attendees are prohibited from bringing their own barbeques to the event.

5. CANCELATION OF THE TOURNAMENT AND FORCE MAJEURE

- 5.1 In the event that the tournament cannot be held or is postponed due to events beyond the control of the tournament organisers (force majeure) or due to events that are not attributable to wrongful intent or gross negligence of the tournament organisers, the tournament organisers cannot be held liable by the delegations for any damages, costs or losses incurred, including but not limited to transportation costs, accommodation costs, costs for additional orders or financial losses.
- 5.2 In the circumstances referred to within clause 5.1 herein, the tournament organisers reserve the right to either retain the entire registration fee and to use it for a future tournament, or to reimburse the delegations after deducting costs already incurred for the tournament's organisation and which could not be recovered from third parties. Any reimbursement to the delegations will be made at the organiser's discretion.
- 5.3 Notwithstanding any matters raised herein, Heritage Cup and organisers are in no way responsible for injury or economic loss which may arise in the case of acts of terror, war, warlike events, civil war, revolution, pandemic, disease outbreaks or civil disturbances or because of the actions of the authorities, strikes, lockouts, blockades or similar events.

6. ACCIDENT WAIVER AND RELEASE OF LIABILITY

6.1 I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING OR ATTENDING THIS ACTIVITY OR EVENT, namely the Heritage Cup, including but not limited to any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by the organisers, or because of their possible liability without fault.



- 6.2 I CERTIFY that I am physically fit and have not been advised to not participate by a qualified medical professional. I further certify that there are no health-related reasons or problems, which preclude my participation in this activity or event.
- 6.3 I ACKNOWLEDGE that the terms herein will be used by the event holders, sponsors and organisers of the Heritage Cup to govern my actions and responsibilities during the said event and will be used as a bar to any claims brought by me or on my behalf in relation to the matters referred to herein for which I have indemnified the event holders, sponsors and/or organisers of the Heritage Cup.
- 6.4 In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assignees as follows:
 - (a) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my travelling to and from this event.
 - (b) I INDEMNIFY, HOLD HARMLESS, AND WILL NOT SUE the entity and/or persons organizing this event and waive them from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. This includes participation in any hazardous activities.
 - (c) I ACKNOWLEDGE that this activity or event may test a person's physical and mental limits and may carry with it the potential for death, serious injury, and/or property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants but are also present for volunteers. I hereby consent to receive medical treatment including but not limited to calling an ambulance which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.
- 6.5 The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND THE TERMS HEREIN.

BY COMPLETING THE REGISTRATION FOR THE 2021 HERITAGE CUP AND PARTICIPATING IN THE EVENT, I HEREBY AGREE TO THE TERMS HEREIN.