

# **Massive Murray Paddle (for the November 2026 race)**

## **2026 Massive Murray Paddle Waiver / Terms and Conditions / Warning of Risk & Refund Policy**

***Please read carefully. If you do not agree to all terms in this document, do not enter the Massive Murray Paddle***

This document constitutes a legally binding agreement between the event organisers, **Sydney Harbour Kayaks Pty Ltd & The Paddle Group Australia Pty Ltd** ("SHK/PGA"), and the participant ("I/me"). This agreement begins when SHK/PGA accepts my application to compete.

In consideration of my acceptance into the 2026 Massive Murray Paddle (the "Event") from **Monday, November 16 to Friday, November 20, 2026**, I acknowledge and agree to the following:

### **1. Risk Acknowledgement**

I acknowledge that participation in the Event may involve significant risks, including serious injury or death, from causes such as over-exertion, dehydration, and accidents involving other participants, spectators, or road users. I voluntarily assume all risks associated with participation and agree to take reasonable measures to protect myself. I consent to receive medical treatment if necessary.

### **2. Insurance Responsibility**

I am responsible for obtaining travel and medical insurance, including any medical or surgical expenses incurred during the Event.

### **3. Physical Fitness**

I confirm that I have adequately trained for the Event and am not suffering from any condition, illness, or injury that would prevent me from participating. SHK/PGA reserves the right to refuse my participation or disqualify me if they deem it necessary for my safety or the safety of others.

### **4. Time Limits and Withdrawal**

I understand there is a time limit for completing the Event. I agree to provide evidence of my ability to meet the time limit if requested by SHK/PGA. If an official directs my withdrawal due to a failure to meet the cut-off times, I will comply and remove myself from the course without liability to SHK/PGA.

## **5. Registration Limitations**

SHK/PGA may refuse my registration for any race due to capacity limits, safety, or insurance reasons.

## **6. Personal Property**

I am responsible for all personal property I bring to the Event. SHK/PGA is not liable for any loss or damage to property.

## **7. Eligibility**

I am 16 years or older to compete in the Full Distance 415km race. If under 16, I must seek special permission from the Race Director.

## **8. Liability Release**

I release SHK/PGA (and their officers, employees, volunteers, sponsors, contractors, and agents) from any liability, except in cases of negligence by SHK/PGA. I indemnify them against any claims arising from my participation, including loss of personal property, unless due to negligence.

## **9. Compliance with Rules**

I agree to comply with all Event rules and follow the directions of officials, including adhering to the approved course, observing traffic rules, and obeying instructions from event officials or police.

## **10. Course Changes**

SHK/PGA reserves the right to alter the course or Event format, including changing the distance due to unforeseen circumstances, including directions from authorities.

## **11. Integrity**

I agree not to mislead Event officials or obtain an advantage through deception or dishonesty.

## **12. Media Release**

I grant SHK/PGA and its contractors a royalty-free, perpetual right to use my name, image, voice, likeness, and statements for promotional purposes related to the Event

## **13. Non-transferability of Entry**

My entry is non-transferable. I understand that passing my race bib or boat number to another person is prohibited, for safety reasons.

**14. Withdrawal and Refunds**

If I choose to withdraw from the Event, I must notify SHK/PGA in writing, return my race bib/boat number, and I will not transfer these items to another participant.

**15. Fee Transfer**

I may transfer my registration fee to the 2027 Massive Murray Paddle or receive in-store credit with Sydney Harbour Kayaks without an Event Administration fee, provided I notify SHK/PGA before **October 15, 2026**.

15a. If you would like to transfer your 2026 MMP registration to the 2027 Massive Murray Paddle after midnight on October 15, 2026, up to November 15, 2026 (11.59pm), then you will be required to pay a transfer fee of \$95.00

**16. Full Refund for Early Withdrawal**

If I withdraw by **June 30, 2026**, I will receive a full refund of my registration fee.

**17. Refund with Administration Fee**

If I withdraw between **July 1, 2026**, and **October 15, 2026**, I will receive 70% of my registration fee, subject to a 30% Event Administration fee.

**18. No Refund After October 16, 2026**

There will be no refunds if I withdraw after **October 16, 2026**, except as required by law.

**19. Event Cancellation**

In the event of cancellation due to weather, Acts of God, or other unforeseen circumstances, my entry fee will not be refunded, except as required by applicable laws.

**20. Data Collection and Privacy**

SHK/PGA collects my personal details for the purpose of conducting and managing the Event, including communication and marketing. By providing my email address, I consent to receive newsletters and updates.

**21. Disqualification for Breaches**

If I breach or am suspected of breaching these terms and conditions, I may be disqualified from the Event, and my participation details may be removed from public records at SHK/PGA's discretion.

**22. Data Sharing and Privacy Compliance**

I understand that my personal information may be shared with SHK/PGA affiliates and third parties involved in organizing the Event. SHK/PGA collects and manages personal information in compliance with the **Privacy Act 1988**. I can access, correct, or update my information by contacting SHK/PGA.

**23. Governing Law**

These terms will be governed by the laws of **New South Wales**, Australia.

**24. Parental/Guardian Consent**

If I am a parent or guardian for a minor participant, I agree to these terms on their behalf.

**25. Non-Agreement**

**If I do not agree to these terms, I must not enter the Massive Murray Paddle.**