

BACKYARD CRICKET NEW ZEALAND

Terms and Conditions



DEFINITIONS:

- **Facilities** – Any premises and equipment utilised (whether free or paid for) by Backyard Cricket New Zealand Limited and employees and volunteers acting on behalf of the BYCNZ.
- **Indemnities** – BYCNZ and any employees and volunteers undertaking activity on behalf of BYCNZ.
- **Indemnitor** – The individual signing below, and his/her heirs, administrators, executors, and assigns.

The Indemnitor hereby releases the Indemnities from any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, Indemnitor's use of the Facilities and services provided at the Facilities.

Indemnitor represents that:

1. I am 18 years of age or older.
2. I agree to abide by the rules and code of conduct of the BYCNZ run competition and understand that my place in the competition may be forfeited at the discretion of the management and without recourse to refund or compensation in accordance with the code of conduct (see www.backyardbash.co.nz)
3. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
4. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.
5. I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities, and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself.
6. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the Indemnitees.
7. My use of the Facilities is entirely optional and my own free choice.

Media

By signing up play at a BYCNZ Event you allow BYCNZ to take photos and videos during BYCNZ games and at official social functions. BYCNZ reserves the right to use these images on our website, in social media and for any other promotional reasons.

Refunds

1. All deposits to join BYCNZ events are non-refundable.
2. Team organisers who have registered a team with a BYCNZ Event are legally responsible for any future debts related to the team. If for some reason a team has not paid for an event in full, the team organiser is responsible for any short fall. Teams can be registered by logging in to the BYCNZ Registration system at www.backyardbash.co.nz
3. Minor injuries are an unfortunate part of any sport. BYCNZ does not offer partial refunds where a player gets injured.

Forfeits If a team forfeits 2 matches in one event, the BYCNZ event organisers reserve the right to remove the team from the tournament. In this instance, no refund will be provided.

Cancellations

If a tournament is cancelled due to matters outside the control of the BYCNZ (rain, hail, snow etc), no refunds will be given. The BYCNZ may however decide to award pro rata credits for a cancelled tournament. In the event of such credits being awarded the following conditions will apply:

- Credits will only be made in the BYCNZ system, no cash credits will be given.
- Credits will only be given to teams, no credits will be given to individuals.
- The credit can only be used to pay for entry into the subsequent tournaments. Credits will expire at the end of the deadline for registering for the following tournament, this is usually one week before the start date of the following tournament.

Injuries

ACC cover any injuries incurred at any BYCNZ tournament or event in New Zealand.