

## **ASSUMPTION OF RISK FOR ALL PARTICIPANTS**

In registering for and participation in this event, you assume full and complete risk and responsibility for any discomfort, illness, injury, or accident which may occur while you are preparing for the event, during the event, while you are on the premises of the event, or while you are traveling to or from the event. You understand that participating in the event may be hazardous, and that you should not enter and participate unless you are medically able and properly trained.

If you are unsure, you should consult your doctor before participating in the event. It is your responsibility to check and to ensure that you are at all times medically and physically fit to participate in the activities related to the event. You acknowledge and agree that the event may be held over public roads, waterways/public waterways and facilities open to the public during the event and upon which hazards are to be expected. On open roads you must follow the Highway Code and/or the directions of any official.

You also acknowledge and agree that participation in the event may carry with it certain inherent risks and dangers that cannot be eliminated completely ranging from risk of minor discomfort to catastrophic injuries including permanent disability and death.

You are aware of and assume all risks associated with participating in the event, including without limitation risks of permanent injury or death due to falls, obstacles, contact with other participants, acts or omissions of other participants, effect of weather, traffic and conditions of any routes. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organisers, marshals, sponsors, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of myself at this event.

## **CHILDREN UNDER 16**

For all children under the age of 16 a parent/guardian must always be present at the event a child is participating in. Without a parent/guardian present the child will strictly be unable to participate in the event.

By entering the event online, agreeing to the parental consent at point of entry, and paying in advance, parental/guardian permission is assumed.

All sports are, by their nature, unpredictable, and therefore inherently involve an element of risk.

By allowing my child to participate in the Event, I, the parent/guardian of the child mentioned above agree and acknowledge that:

1. I am aware of the inherent element of risk involved in the event undertaken and accept responsibility for exposing my child to such inherent risks;
2. I have satisfied myself that my child has the necessary skill and knowledge to take part in the event and to deal with conditions that may arise in the course of a race;
3. I will not allow my child to participate in an event whilst under the undue influence of alcohol, drugs or whilst otherwise unfit to participate;
4. I accept responsibility for any injury, damage or loss to the extent caused by my own actions or omissions or actions or omissions of my child;
5. I will be responsible for my child throughout the event and during the time that they are competing.
6. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of my child at the event.

## **STATEMENT OF AUTONOMY FOR 16-17 YEAR OLDS**

By entering the event online, agreeing to the parental consent at point of entry, and paying in advance, parental/guardian permission is assumed.

Young People aged 16-17 years old are assumed to have autonomy over their decision making and do not require parental permission to enter an event. However, by entering this event you confirm that you have consulted with your parent/carer/guardian and they are aware of your participation and entry into this event.

Declaration for 16-17year olds:

All sports are, by their nature, unpredictable, and therefore inherently involve an element of risk.

By entering this event in order to participate in the Event, I agree and acknowledge that:

1. I am aware of the inherent element of risk involved in the event undertaken and accept responsibility for exposing myself to such inherent risks;
2. I have satisfied myself that I have the necessary skill and knowledge to take part in the event and to deal with conditions that may arise in the course of a race;
3. I will not participate in an event whilst under the undue influence of alcohol, drugs or whilst otherwise unfit to participate;
4. I accept responsibility for any injury, damage or loss to the extent caused by my own actions or omissions.
5. I will be responsible for my actions throughout the event and during the time that I am competing.
6. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of myself at the event.

## **EVENT PHOTOGRAPHY TERMS AND CONDITIONS**

**You hereby irrevocably grant Be Endurance permission to record your voice and photograph you in conjunction with the Event.**

Please note that our Events take place in public spaces and on the highways, images from the Events (including your image) may be collected during Events by media agencies and members of the public that the event does not control and has not authorised. Therefore, the collection of images by these third parties is outside our control and you must speak to those agencies directly if you have concerns.

You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant Be Endurance permission to use your photograph, voice, and likeness taken in conjunction with the Event, in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any legitimate purpose including, without limitation, any commercial purpose, without compensation to you.

You further waive any right of inspection of any such recordings and photographs. You understand that any such recordings and photographs recorded by Be Endurance shall become the sole property of Be Endurance.

## **REFUSAL OF ENTRY**

Be Endurance reserves the right to refuse any participant entry to an event at the time of registration, this includes children and youths that have not sought the appropriate permissions from a parent/carer/guardian.

## REFUNDS, TRANSFERS, AMENDMENTS AND CANCELLATION POLICY

### REFUNDS

You are eligible for a full refund (minus a £5.00 admin fee and the 6% online booking fee) up until **one calendar month** of the event. No refunds will be offered if within one calendar month of the event. To be eligible for a refund you must email us on [dermott@beendurance.com](mailto:dermott@beendurance.com)

### TRANSFERS

- You may transfer your entry to another Be Endurance event taking place within the same calendar year. **This must be done at least one calendar month prior to the original event taking place.**
- This type of transfer cannot take place if the new requested event is sold-out.
- Entries can only be transferred **once**.
- If the original entered event does not cover the cost of the new requested event you are transferring to you will be responsible for paying the difference.
- If the new requested event costs less than the original event you will not be subject to a refund for this amount.
- For any transfers to another event please email [dermott@beendurance.com](mailto:dermott@beendurance.com)

### CANCELLATION AND AMENDMENT POLICY

The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as expressly set out in these terms and conditions.

- A. The Organiser may need to cancel the Event due to circumstances beyond the reasonable control of the Organiser including, without limitation, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or threats thereof; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government, public authority or governing body, including without limitation imposing any advice or restriction against events or gatherings; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors (including any venue); and/or (ix) interruption or failure of utility service.

In the event of cancellation due to the previously stated factors in the above paragraph (A), the Participant will not be entitled to any refund of: (i) the entry fee; (ii) any Registration Platform processing fees; or (iii) any other losses, such as travel or accommodation expenses.

If the Organiser cancels the Event due to the previously stated factors in the above paragraph (A), the Organiser shall, to the extent possible, provide a free transfer to another of the Organiser's events. Communication to all affected participants can be expected within 7 days of the cancellation announcement.

The Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, they have 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of their entry fee (excluding the 6% online booking fee).

The Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. The Participant acknowledges that if the Event will have an earlier start time, it is the Participant's responsibility to ensure that they

arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for the Event provided the Event takes place on the specified date of the Event.

The Organiser reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.

In order to ensure the roads can re-open on time in line with the Organiser's obligations to the relevant local authorities and to ensure the proper functioning of the transition areas, the Organiser has the right to remove, from the Event, those Participants who do not meet the applicable required cut-off times. No refunds will be paid to Participants in these cases. The relevant cut-off times, if applicable, will be made clear in pre event literature on the event website or forwarded to the participant via email.

## **PRIZES AND MERCHANDISE**

All prizes must be collected on the day at the event prize giving.

T shirts and other event "goodies" must be collected on the day from registration or the shop. Uncollected merchandise may be given to marshals to thank them for volunteering their time.

**If you have any further queries please email us: [dermott@beendurance.com](mailto:dermott@beendurance.com)**