

Endurosport LLP (Company No: OC439895)

Run events

Terms and Conditions for Participants

1. Definitions:

Event: Any run event organised by the Organiser;

Organiser: Endurosport LLP (Company No: OC439895)

Participant: the person taking part in the Event;

Children: a child aged 3 (three) to 8 (eight) requiring supervision to take part in the Event;

Accompanying Adult: the person taking part in the Event with a child aged 3 (three) to 8 (eight);

Parent or Guardian: the person giving consent for a participant aged under 18 (eighteen) to take part and agreeing to these terms and conditions on their behalf; and

2. Entry fees:

The entry fee for an Event is as detailed on the online entry system on the Website and will be the fee applicable at the date of submission of the entry application. The entry fee is non-refundable except in accordance with these terms and conditions.

3. Closing date:

The closing date for entries to an Event will be the earlier of:

(i) 9am on the Wednesday preceding the date of the Event or;

(ii) the date on which all places in the Event have been filled, such date shall be confirmed on the Website: <https://enduro-team.co.uk>.

4. Entry policy

4.1 The Event is open to all Participants aged 3 (three) years and above on the day of the Event.

4.2 All Participants under the age of 18 (eighteen) years must obtain parental consent in order to register and participate in the Event.

4.3 All Children aged between 3 (three) and 8 (eight) years on the day must be accompanied by a registered Adult Participant aged 18 (eighteen) years or more on the day of the Event.

4.4 The Accompanying Adult can accompany a maximum of 2 (two) children. The Accompanying Adult shall be responsible for the supervision of Children during the Event.

4.5 The Accompanying Adult/Parent or Guardian agrees to the Participant entering into the Event on the basis of these terms and conditions.

4.6 The Accompanying Adult/Parent or Guardian shall ensure that the Participant understands the content of these terms and conditions and shall use their best endeavours to ensure that the Participant complies with these terms and conditions.

4.7 Participants enter the Event entirely at their own risk. The Organiser shall not be liable for any injury or loss occurring as a result of participation in the Event (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser's liability for death or personal injury resulting from the Organiser's negligence or for any other type of liability that cannot be excluded or limited by law.

## 5. General obligations

5.1 The Accompanying Adult/Parent or Guardian shall ensure that the Participant shall:

only run along the designated race course and not off the course;  
be respectful towards all other children participating in the Event;  
follow the instructions and guidelines given to him/her during the Event; and  
report any problems to any of the volunteers or marshals who will be positioned around the race course

## 6. Medical conditions

6.1 It is recommended that all Participants train for the Event.

6.1.1 The Participant/Accompanying Adult/Parent or Guardian agrees that, as far as they are aware, Participants are physically able to compete in the Event and, to the extent that it may be necessary they have sought and relied upon any medical advice before the date of the Event. Should any medical or physical condition arise prior to the Event which is likely to affect their ability to compete in the Event, the Participant should withdraw from the Event. The Participant/Accompanying Adult/Parent or Guardian consents to any medical treatment being administered during the Event by official medically-qualified personnel.

6.1.2 The Organiser may prevent the Participant from taking part in the Event (either at the start or during the Event) if the Organiser or any medical representative considers that the Participant should not participate in the Event for health and/or medical reasons or in the event of any anti-social behaviour. Such a determination is not open to challenge by any Participant or Accompanying Adult.

## 7. No animals

7.1 Participants are not permitted to bring pets or other animals onto the Event course. Participants requiring assistance are referred to condition 8.

## 8. Aided participants

8.1 For those Participants who are aided around the course, either by being pushed or assisted, by a guide runner, the guide runner must also be a registered participant in the Event. The Participant requiring assistance must advise the Organiser that they require assistance upon entry of their application and an entry place will be provided to the guide runner. A request should be submitted using the online enquiry form on the Website.

## 9. Wheelchair

9.1 Any wheelchair entrants must advise the Organiser of their entry by noting this on the online entry form on the Website.

9.2 It is strongly recommended that only experienced wheelchair racers attempt the race unaided. Please note that it is the Participants responsibility to ensure that the Participants wheelchair is well maintained and suitable for such an event and no liability will be accepted by the Organisers in respect of any damage occasioned to the Participants wheelchair howsoever occasioned during the Event. The Organiser requests the Participant respects other participants in the Event and that the Participant operate their wheelchair in a manner so as to avoid contact with or injury to any other participant, spectator or third party including property belonging to third parties. The Participant should ensure that they have in place appropriate public liability insurance which includes the use of the wheelchair in the participation of such Events.

## 10. Health and safety

10.1 Bikes, scooters, roller skates, pushchairs or any kind of mechanical aid (except wheelchairs which we have been informed of) are strictly prohibited from the Event course on the day of the Event.

10.2 The Participant/Accompanying Adult/Parent or Guardian must ensure that Participants have the correct equipment, footwear and clothing for the Event.

10.3 The Organiser may at any time during the Event or prior to the Event prevent the Participant from participating in the Event if it considers such action is

necessary for the safety and/or proper enjoyment of the Event by the Participant and/or other participants and/or spectators. Such a decision is final and not open to challenge.

10.4 All decisions and rulings by the Organiser shall be final in respect of the safety, running and organisation of the Event, the rules of the Event and finish positions. The Participant/Accompanying Adult/Parent or Guardian accepts that circumstances concerning the Event may change from time to time for reasons beyond the reasonable control of the Organiser and these may lead to the cancellation or change of the Event, venue(s), route(s) or other such changes. The Participant/Accompanying Adult/Parent or Guardian agrees to abide (and shall ensure Participants abide) by such change(s) and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

10.5 Please note this Event is open to wheelchair users and all participants should be vigilant so as to avoid contact with any wheelchair or its user

## 11. Data protection

11.1 The Participant/Accompanying Adult/Parent or Guardian agrees to the Organiser storing the Participant/Accompanying Adult/Parent or Guardian's personal information and using this information for the purpose of organising the Event.

11.2 In compliance with the Data Protection Act 1998 The Participant/Accompanying Adult/Parent or Guardian has the right of access to their personal records held on the Organiser's computer. In order to send the Participant a race pack and fundraising pack (if requested), and produce his/her race results, The Participant/Accompanying Adult/Parent or Guardian authorises the Organiser to release personal details (including the Participant's full name and address) to the pack provider, charity (if applicable) and any official photograph company. The Participant/Accompanying Adult/Parent or Guardian also authorises the Organiser to disclose the Participant's information for medical purposes on the day of the Event.

## 12. Mailing lists

12.1 The Participant/Accompanying Adult/Parent or Guardian's name will be added to the Organiser's mailing list so that the Organiser can keep the Participant/Accompanying Adult/Parent or Guardian informed about other events of the Organiser. The Participant/Accompanying Adult/Parent or Guardian agrees that such information may also be given to other carefully screened organisations working with the Organiser to deliver this or other events in which the Organiser is in some way involved or concerned. If the Participant/Accompanying Adult/Parent or Guardian does not wish (or does not wish the Participant) to receive any marketing information they can indicate this on the entry form. The Participant/Accompanying Adult/Parent or Guardian is able to unsubscribe to these communications at any time.

### 13. Use of image:

13.1 The Participant/Accompanying Adult/Parent or Guardian consents to the Event being filmed, recorded or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of his/her name, likeness, appearance and photograph for marketing and promotion purposes. All such commercial rights in relation to the same belong entirely to the Organiser and the Participant/Accompanying Adult/Parent or Guardian has no proprietary rights in relation to any film, photograph or other such recorded media. If the Participant/Accompanying Adult/Parent or Guardian wishes for images not to be used in this manner, they should contact the Organiser in writing, by email, via the online enquiry form on the Website or by post.

### 14. Baggage storage

14.1 No baggage storage facilities are provided by the Organiser.

### 15. First aid

15.1 The Organiser shall use its reasonable endeavours to ensure that appropriate First Aid assistance will be available for the duration of the Event. There will be clearly signed First Aid points at the start/finish area of the course. Volunteers and marshals in attendance at the race are not medically trained and will not give medical assistance other than requesting an ambulance or paramedic in the event that medical assistance is required. The Participant/Accompanying Adult/Parent or Guardian authorises the Organiser to pass on any and/or all information that they have provided to the medical teams operating on the day of the Event if required for medical reasons.

### 16. Change of address

16.1 The Participant/Accompanying Adult/Parent or Guardian should notify the Organiser of any change of address or contact details. If The Participant/Accompanying Adult/Parent or Guardian has applied online, he/she will have an allocated username and password which will allow the Participant/Accompanying Adult/Parent or Guardian to make this change online. Alternatively, the Participant/Accompanying Adult/Parent or Guardian can contact the Organiser via the online enquiry form on the Website or by post.

### 17. Event memento

17.1 Participants who complete the Event will receive 1 (one) Finishers Medal. Event Finishers Medals are strictly limited to 1 (one) per Participant.

### 18. Race cancellation – Organiser's discretion

18.1 The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.

18.2 If the Event is cancelled in accordance with condition 17.1, the Organiser shall not be liable for any losses incurred by the Participant/Accompanying Adult/Parent or Guardian as a result of cancellation of the Event in accordance with this condition.

## 19. Race cancellation – Force Majeure

19.1 For the purposes of these terms and conditions, a “Force Majeure Event” means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or others), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm, communicable disease, national mourning for over 65’s, nuclear risks and chemical and biological weapons, act of terrorism, demonstration, march, request of an authoritative body such as the police or fire service, any order of repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event is to be held, seepage and/or pollution and/or contamination or default of the Organiser or subcontractors.

19.2 If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, even during the period of the Event occurring, the Organiser shall be entitled to cancel, postpone or change the Event.

19.3 If, as a result of Force Majeure event, the Event is cancelled or postponed, the Participant will not be offered a refund. Please see Appendix A for list of all scenarios which a refund would not be offered - <https://bit.ly/39C5bim>

19.4 If the Event is cancelled or postponed in accordance with condition 19.2, the Organiser will make reasonable endeavours to rearrange the Event.

19.5 If the Event is cancelled, postponed or amended in accordance with condition 19.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to the Participant/Accompanying Adult/Parent or Guardian for any losses incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

19.6 If for any reason beyond the reasonable control of the Organiser, the Organiser is unable to comply with any of its obligations under the conditions including organising the Event, the Organiser shall not be liable to the Participant for any loss, damages or expenses incurred by the Participant.

## 20. Event date and time:

20.1 The Organiser reserves the right to alter the start time and/or date of the Event.

20.2 Should a change of date be made (excluding changes in accordance with condition 19.3) and the Participant is unable to attend on the revised date, he/she may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.

## 21. Limitation of liability

21.1 Subject to condition 20.2, the Organiser's total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant/Accompanying Adult/Parent or Guardian to the Organiser.

21.2 Nothing in these terms and conditions shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

21.3 The Participant/Accompanying Adult/Parent or Guardian agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these terms and conditions by the Participant or in respect of any losses caused to third parties by the acts or omissions of the Participant/Accompanying adult/Parent or Guardian.

21.4 The Organiser will not be liable for any pledges made by the Participant/Accompanying Adult/Parent or Guardian or on his or her behalf to any charity.

21.5 Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of the Event is the sole responsibility of the Participant/Accompanying Adult/Parent or Guardian.

## 22. General

22.1 The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.

22.2 Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

22.3 No waiver by either party of a breach or default or any amendment to these terms and conditions shall be effective unless in writing and signed by all parties.

22.4 These terms and conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

## 23. Disclaimer

23.1 The Participant/Accompanying Adult/Parent or Guardian accepts all conditions of entry set out herein or notified to them prior to the Event or displayed at the Event or any instruction given to them by the Organisers or officials of the Event and the Participant/Accompanying Adult/Parent or Guardian acknowledges that the Organisers and officials of the Event shall have no liability for any loss or damage they or the Participant/Accompanying Adult/Parent or Guardian may suffer including consequential or indirect loss as a consequence of their participation in the Event (including but not limited to travelling to and from the Event and during the Event).

23.2 The Organiser will not be adopting Loco Parentis at any point during the event and will not be responsible for any child participants in a situation where their parent/guardian is not present.

23.3 The Organiser accepts no liability for the state or condition of the surface upon which the Event is held and the Participant/Accompanying Adult/Parent or Guardian should ensure that they are satisfied with the state and condition of the surface of the route before the Participant commences the Event

Last Updated 27/06/2022