

BOX-END MASS START SWIM

TERMS & CONDITIONS

Purpose of document:

This page details the Terms & Conditions to any of the swim events held by: endurosport LLP

Author:

KW

Date and revision:

18 April 2023

DEFINITIONS

Event is any event organised by endurosport LLP.

Fees relates to any event fees that are payable to participate in any of the events.

Organiser is endurosport LLP.

Agreement is the Terms and Conditions relevant at the time of entry.

“You”, includes you as the individual and those for whom you would be entering for if entering for someone else, a group or parent/ guardian.

1 ENTRY

1.1 By submitting your online application and paying your Fee you are agreeing to enter the Event and also agree to abide by these Conditions of Entry and any instructions given to you by the organisers and officials of the Event. This also includes any entries made for you on your behalf by a third party.

1.2 To participate in the Event, you must adhere to the strict age rules that are detailed in the terms of entry for each event.

2 FEES

2.1. The Fees for entry into each Event are detailed on the relevant Event information page. Applications will be accepted up to the entry limit. If the entry limit has not been reached, on-the-day entries will be accepted but cannot be guaranteed.

2.2 All Fees are inclusive of VAT.

2.3 If your entry is accepted the Fee is non-refundable other than as otherwise stated in the Agreement.

EVENT SAFETY

3.1 At all times during the Event you must adhere to all instructions given by the Event officials.

3.2 Your participation in the Event is personal to you, you are strictly prohibited from swapping, selling or transferring your place in the Event unless the entry system permits.

3.3 You are not permitted to use the following items in the Event:-

3.3.1 flippers;

3.3.2 hand paddles;

3.3.3 snorkels;

3.3.4 personal audio entertainment equipment (e.g. mp3 players); or

3.3.5 any other swimming aid that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants, with the exception of tow-floats.

3.4 You warrant to the Organisers that you are, and will be on the date of the Event, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement, and have undertaken appropriate swim training to enable you to complete the distance of the Event that you have entered.

BOX-END MASS START SWIM

3.5 You warrant to the Organisers that if you are entering for anyone under the age of 18, that the person who you are entering is and will be on the date of the Event: sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement, and have undertaken appropriate swim training to complete the distance of the Event that has been entered. You are also responsible for the safety and welfare of the individual or group.

EVENT EJECTION

4.1 We reserve the right to refuse entry to the Event or ask you to cease participation if:

4.1.1 you fail to follow instructions given by Event officials;

4.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe: -

(a) may cause injury to you;

(b) may cause injury to another participant;

(c) may damage or harm the environment;

(d) is likely to cause offence; or

(e) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part,

To comply with the restrictions in Condition 3 above (Event Safety);

4.1.3 in our opinion you are unfit to participate in the Event due to:-

(a) the consumption of alcohol;

(b) the use of drugs;

(c) an injury or illness; or

4.1.4 you fail to arrive at the start check in at the specified time; or

4.1.5 you fail to agree to the form setting out the Liability Release and Assumption of Risk prior to the start of the Event; or

4.1.6 you are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials in their absolute discretion and as identified by the last support craft.

CANCELLATION BY YOU

5.1 For withdrawal we are able to offer a refund, if requested, as follows:

Notification dated 91 days or more before the event = 50% refund

Notification dated 60 to 90 days before event = 20% refund

Notification dated less than 59 days before event = nil refund

Due to the nature of sports events we are unable to make exceptions for illness, injuries or pregnancy.

5.2 Transfers

Race entries are transferable to another entry option (for example a change of distance) within the same event, subject to availability. If the entry fee of the new option is higher than the original option, the difference between the amount already paid, and the entry fee on the date of transfer will be charged. If the entry fee of the new option is less than the original option, there will be no refund.

CANCELLATION BY THE ORGANISERS

The event organisers go to great lengths to bring you events that are as safe as possible. Swimming in any river and lake, means we are subject to additional weather risk and other conditions, outside our control, that means we may have to re-schedule, re-format (ie: shorten the course) or cancel an event.

Event cancellation insurance is prohibitively expensive and would result in an across-the-board price rise.

We bring you these events in utmost good faith and trust that you accept the sharing of this risk with us.

6.1 We may cancel an Event if circumstances beyond our reasonable control arise, including, without limitation, force majeure or act of God, war, civil or political unrest, terrorism or inclement weather conditions, water quality or water temperature below 12 degrees or as stipulated by the venue management.

6.2 In such circumstance: -

6.2.1 we will endeavour to stage the event at a later date in the same year (i.e. POSTPONE the Event), although restrictions to the course and river may mean this is not possible. Any change to the Event will be communicated to you at the Event or as soon as practicable;

6.2.2 you will have the right to take part in the postponed Event. If you cannot make the new date, you will be offered a deferral to the following year or receive a 50% refund.

6.3 In the event of cancellation or postponement of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the Event location.

6.4 If for any reason beyond our control we are forced to CANCEL the Event 90 days or more before the Event date (i.e. the Event will not take place in the same year), we will offer:

6.4.1 a 100% refund less a £20 administration fee OR

BOX-END MASS START SWIM

6.4.2 a deferral to the following year subject to a £20 administration fee (therefore guaranteeing no price increase for the following year)

6.5 If for any reason beyond our control we are forced to CANCEL an Event 90 days or less before the Event date (i.e. the Event will not take place in the same year), we will offer a reimbursement of the part of the entry fees (or a credit note to the equivalent value) which are recoverable or have not been irrevocably committed to staging the event. This is purely at our discretion and we are not required to provide any supporting evidence. By way of example, if we have to cancel immediately before the event due to weather, a refund or deferral is unlikely as the majority of event expenses will have been incurred and endurosport LLP reserves the right not to refund any of your entry fee in these circumstances.

DATA PROTECTION

7.1 For the purposes of this Condition, personal information includes medical data collected for health and safety purposes ("Personal Information").

7.2 You agree that your Personal Information can be stored, used by the Organisers and our Event partners in connection with the organisation, staging and administration of the Event.

7.3 Medical information will only be used to highlight potential issues in advance and to allow medical assistance to be given on the date of the Event.

7.4 You agree that your Personal Information may be anonymised and the anonymised data may be used by the Organisers and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

7.5 We shall take all necessary steps to ensure that Personal Information pertaining or relating to you which comes into the possession or control of the Organisers or our Event partners shall not be:-

7.5.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

7.5.2 disclosed to any person not authorised by you to receive it; or

7.5.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

7.6 By agreeing to the terms and conditions you will receive a limited number of welfare emails which will include information to help prepare for the Event and latest updates on the Event itself and future promotional emails.

TIMING AND RESULTS

Endurosport LLP will use its best endeavours to provide an event finish time for the participant, however it cannot be held responsible for any computer result anomalies or any malfunctions.

USE OF IMAGES

9.1 The Event may be televised and videos and photographs will be taken which capture your participation in the Event. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in the Event in the context of a report which relates solely to the Event as such.

9.2 Your photograph, image, name or voice may be used in any other specific broadcast, telecast, advertising, promotion or other medium without your consent.

9.3 Whilst we will make reasonable endeavours to capture a photograph of every event participant, we do not offer a guarantee that images will be captured.

VISUALLY IMPAIRED / MEDICALLY ASSISTED SWIMMERS

10.1 Entries from visually impaired swimmers or medically assisted swimmers are welcome, however all such participants must be accompanied by another paying entrant. All such entrants must contact the Organisers prior to entering by email at events@enduro-team.co.uk and we will be able to advise you on your participation.

MEDICAL ADVICE

11.1 It is strongly recommended that you train for the Event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the Event.

11.2 If you have any known condition (such as but not limited to diabetes, asthma, allergy to penicillin) you should inform the Organisers in writing before the Event at events@enduro-team.co.uk and at race registration

BOX-END MASS START SWIM

11.3 There are risks of disease from swimming in United Kingdom inland waters, although risks of serious infection are minute. A swimmer may be susceptible to infection through immune suppression, particularly if he or she is not in good health at the time of swimming.

11.4 Whether you have a medical condition or not, if you feel unwell on the day of the Event then you are advised not to participate in the Event.

11.5 It is a condition of entry that you read our website regarding safety, plus the Health England (P.H.E.) Swim Healthy leaflet found here: [Swim healthy - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

ASSUMPTION OF RISK

12.1 By making an entry to the Event you agree to the Liability Release and Assumption of Risk prior to participating in the Event.

LIABILITY RELEASE

13.1 In no event shall we be liable to you, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

13.1.1 loss or damage;

13.1.2 pledges made on your behalf or by you to charity; or

13.1.3 consequential or indirect loss, regardless of whether the loss or damage:

(a) would arise in the ordinary course of events;

(b) is reasonably foreseeable; or

(c) is in the contemplation of the parties, or otherwise.

13.2 Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

GENERAL

14.1 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

14.2 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

14.3 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

14.4 Nothing in the Agreement shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of the Organisers.

DISTANCE AND COURSE ALTERATION

15.1 You are aware that the Organiser reserves the right to reduce the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event. Any change to the Event will be communicated to you at the event or sooner if practicable.

RESELLING OR TRANSFERRING

16.1 You agree that participation in the event is personal to you, and that you are strictly prohibited from swapping, selling or transferring your place (except as allowed in clause 5.5) in the event or allowing any other person to wear your swim hat and participate in your place. If found to be in breach of this the organiser reserves the right to exclude you from participation in this and future events.

16.2 Under no circumstances are applicants permitted to defer their entry to another year unless the Event is cancelled or postponed as set out in clause 6.4

CUT OFF TIMES

17.1 You understand that the Organiser may introduce cut off times as they see fit as part of the event rules, being limits on the time taken to complete sections of the event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times. The organiser's decision on this is final.

ONLINE ENTRY

BOX-END MASS START SWIM

18.1 By submitting an application online and paying a fee for entry into this event you understand and agree to abide by the terms and conditions, the instructions given by the Organiser and race officials.

You shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event Organiser. No payment shall be deemed to have been received until the event Organiser has received cleared funds.

RACE MEMENTOS

19.1 Race mementos or prizes given to competitors on the day of the race cannot be made available to anyone who fails to turn up or who has withdrawn from the event, or who has left the event before the items are distributed. Under these circumstances these prizes will be forfeited by the competitor.

19.2 No prizes will be forwarded to any prize winner post event, unless the competitor requests this by email and agrees to pay all costs/postage.

WAIVER AND ASSUMPTION OF RISK

20.1 Please read this element carefully before accepting these conditions as part of your entry, as this indicates that you are waiving certain legal rights.

20.2 If you have any questions consult the Event Organiser or a lawyer before proceeding with your online entry to clarify your understanding.

20.3 I hereby affirm that I have been thoroughly informed of the risk involved with any open water swimming activity.

20.4 I understand that open water swimming may involve inherent risks, including but not limited to marine life injuries, drowning or accidents. Treatment of an open water swimming incident or accident with these or other injuries may require immediate medical attention.

20.5 I understand that The Event is at a location that is remote, either by time, distance or both, from a hospital. I still choose to proceed with the event in spite of the increased risk to me because a hospital is not close by in the event that I am injured.

20.6 I specifically understand that I will stay within the event area.

20.7 I understand and agree that neither the Organisers of this Event nor the sponsors of the event, nor any of their respective officers, agents, or volunteers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to myself, my family heirs or assigns that may occur as a result of my participation in the event or as a result of the negligence of any party, including the Released Parties, whether passive or active.

20.8 In consideration of being allowed to participate in the event, I hereby personally assume all risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in the event, including all risks connected therewith, whether foreseen or unforeseen.

20.9 I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in the event, including any and all claims arising during my practicing and any arising during or after I complete the Event.

20.10 I understand that any swimming activities are physically strenuous and that I will be exerting myself during the event, I expressly assume the risk of any and all injuries, and I will not hold the Released Parties responsible if I am injured as a result of heart attack, panic, drowning or any other cause of injury or death not specifically stated herein.

20.11 I release and grant full and unencumbered rights to the Released Parties the use of my filmed/digitised/videotaped/recorded image including any edited, revised or modified versions thereof, as well as my name, voice and/or likeness, for purposes of promotion, advertising, training materials and trade in any and all media anywhere in the world at any time without limitation.

20.12 I am aware of the prerequisite skill level and/or equivalent swimming experience necessary to participate in these Events, and I stipulate that I meet these requirements.

I understand that I am responsible for supplying my own equipment in proper working condition, regardless of where I obtained it or from whom.

20.13 I understand that all the terms herein are contractual, they are not a mere recital, and my entering online is done of my own free act and in so doing, I waive my legal rights to sue.

20.14 I state that I am of lawful age and legally competent to make an online entry, or that I have the written consent of my parent or legal guardian to engage in the event under the conditions of this waiver as stipulated by their entering on my behalf.

BOX-END MASS START SWIM

20.15 injury, property damage or wrongful death however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

20.16 By completing my online entry, I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT.

20.17 At Registration, the Participant must produce appropriate photographic personal identification acceptable to the Event Organiser such as driver's license or passport.

End.