

Membership Terms and Conditions

Revisions and amendments

Author: Date and revision:

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Kirk Wilde 18 Nov 2021

enDuRo team (the club) is commercial coaching club: promoting self-improvement, providing a space for individuals to learn, grow and succeed in the sport of triathlon/ multi-sports.

By joining, you agree to be bound by the following terms and conditions of membership (the “Terms”). It is your responsibility to read and understand the Terms before joining. Members must adhere to the Terms at all times.

The club is coaching led and will be run and managed following the British triathlon coaching guidelines. Club sessions are those listed under the British triathlon club membership or as guided by Kirk Wilde.

It is expected that all athletes are equipped and skilled enough to take part in the sessions and are responsible for their own safety and wellbeing. Should that not be the case please let the coach know at the specific session on the day.

Membership

Membership of the Club is open to any person interested in triathlon, duathlon, aquathlon, swimming, cycling and/or running and approved by Kirk Wilde and is registered on the club management system.

Full details of the benefits associated with each type of membership are set out on the website – www.enduro-team.co.uk (the “Website”).

To become a member of the Club you must complete the online membership form and submit it online together with payment of the membership fee in accordance with the Website and the Terms.

Membership Fees

Membership fees are non-refundable (even if a member wishes to leave before the membership year, becomes injured or is otherwise unable to train for any reason).

General Conduct

All members are expected to behave in a respectful and tolerant manner towards all other members, coaches and volunteers. We reserve the right to cancel, without refund, the membership of anyone behaving in an abusive manner towards any coach, Club volunteer and/or other member.

The Club is committed to ensuring a doping-free environment for triathlon and all of its associated sports/activities and expects all of our members to train and compete without taking/using prohibited substances and methods. We fully support British Triathlon’s ‘Clean Sport Statement’ (available on the Website) and all of its anti-doping rules and regulations and expect our members to do the same.

Members are not permitted to (directly or indirectly): self-promote, organise group activities, functions or events, sell or promote other entities or individuals, commercial or non-commercial, products, activities, equipment, kit, suppliers, PT’s, coaches or anything that will benefit self or others without the consent of Kirk Wilde.

Health and Safety

Members participate in all Club training sessions, events and activities at their own risk.

You acknowledge and agree that the sport of triathlon and participation in our training sessions is physically strenuous and physically demanding. By submitting the online membership form, you agree that you are physically capable and fit enough to participate in our training sessions and events and that you acknowledge there may associated medical, physical and experience risks involved in you undertaking exercise. It is your sole responsibility to ensure you are fit enough to participate in Club training sessions and events and that you have the relevant skill to do so.

Any member who has a medical condition should consult with his/her doctor before joining the Club or participating in training or racing at any time during membership of the Club.

You must inform the coach (prior to the start of a training session) if you have a medical condition and or are lacking in a skill that may affect your ability to participate in the session.

Members are responsible for wearing suitable kit and, where required, bringing the correct equipment to a training session.

Members are responsible for ensuring that any equipment/kit brought to a training session is in good working order and not in a condition which is likely to cause injury to themselves or other members.

Collection and Use of Data

Personal data will be stored on Clubspark and be made available to coaches who will need the information at training sessions

enDuRo team may post photographs, images and/or footage of our members on our Website the social media channels from time to time. As a member, you consent to your appearance in Club sessions, events and/or other related activities being filmed, photographed, recorded and used by enDuRo team and/or its assignees for the purposes of advertising, publicity and promotion in relation to the Club and or sport. If you do not wish to feature in any Club related photographs, footage and/or content, please contact kirk@enduro-team.co.uk

Termination of Membership

enDuRo team reserves the right in its sole discretion to: (i) refuse membership; (ii) suspend membership; and/or (iii) terminate membership in accordance with the Terms or for any other reason.

Limitation of Liability

You are responsible for your own personal property during training sessions and events and enDuRo team, including coaches, accepts no liability for damage or loss to your property that may happen at any premises or location used by the Club.

As set out above in the Terms, participation in Club training sessions and events is at your own risk.

The Club shall not be liable to any member and/or to his/her heirs, successors and/or dependents whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any: (A) (i) loss of profits; (ii) loss of business; (iii) anticipated savings; (iv) loss of earnings; (v) loss or damage of or to personal equipment belonging to any member; and/or (vi) any kind of physical, mental or other loss or damage of whatsoever nature (whether in each case of (i) – (vi) arising directly or indirectly); and/or (B) any indirect or consequential loss or damage whatsoever arising out of membership of the Club and/or any other matter arising under the Terms.

In addition, the Club shall have no liability whatsoever for any event or competition entered into by a member or activity undertaken by a member whether related to triathlon or otherwise (including any event/competition/activity recommended by another member or the Club).

The Club's total aggregate liability to any member arising out of or in connection with membership of the Club and/or any other matter arising out of or in connection with the Terms will not exceed an amount equal to the membership fee the member has paid in the relevant year pursuant to the Terms at the time of such liability arising.

Nothing in the Terms excludes or limits the Club's liability: (i) for death or personal injury caused by the Club's negligence, or (ii) to an extent greater than is permitted by law.

General

The Coaching team reserves the right to suspend, cancel and/or alter the time and venue of any Club training session and/or event. In such case, the Coaching team will make every effort to provide as much notice as possible to members.

In addition to the Terms, all members agree to be bound by:

- (i) any Club policies put in place by the Committee from time to time and published on the Website;
- (ii) the rules and regulations of British Triathlon and Triathlon England from time to time (including any event/competition rules and anti-doping rules); and
- (iii) the rules and regulations of any other national governing to which the Club is affiliated (such as Swim England, British Cycling and England Athletics) to the extent such organisations' rules and regulations apply to members of the Club.

If any provision of the Terms is held to be invalid or unenforceable, in whole or in part, the Committee will prepare in good faith an amendment to that provision to make it valid and legal. The validity and enforceability of the remainder of the Terms will not be affected.

enDuRo team

swim | bike | run

The Terms do not create or confer any benefit or right enforceable by any third party who is not a member whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

If you have any query in connection with the Terms, please contact kirk@enduro-team.co.uk

End.