

## Burnley Leisure will do everything possible to make your trail running experience as fun, safe and good value for money as possible - after all, we would like you to come back again for more! However, we do need all runners to understand that:

### 1. Participation

1.1 Whilst you do not need to be a high performing athlete to take part, you do need to ensure that you are fit and well enough to take part in the event. If in any doubt as to the level of fitness required, you should contact us for advice before entering.

1.2 Suitable clothing and footwear must be worn. If you do not have suitable clothing and footwear for the conditions, Burnley Leisure reserves the right to ask you to leave the race. You will not be entitled to a refund in these circumstances.

1.3 Burnley Leisure expects all participants to follow the countryside code when undertaking trail running and trail running-related activities. If you are found to be breaking this code, we reserve the right to ask you to leave the race. You will not be entitled to a refund in these circumstances.

1.4 The Event Organiser is also entitled to impose Event rules from time to time which will form part of these Terms and Conditions.

1.5 All trail running activities are undertaken at your own risk. Paths may be muddy, steep or wet, there may be pollen or insects in the air, stinging nettles near the path or it might start to rain! The trail running environment can be a hazardous one, and we can take no responsibility for any injuries sustained.

1.6 The Event Organiser reserves the right at any time to remove participants from the Event or prevent participants participating in the Event if in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other participants or for any other reasonable reason. No refund of the registration fee shall be made if the participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event, the Event Organiser, its officials/officers or other participants, so as to cause his/her removal.

### 2. Collection and Use of Data

2.1 The participant agrees that his/her personal details will be stored for the purposes of the Event by the Event Organiser. The participant agrees and understands that his/her name, age group (if applicable) and gender will appear in public lists of competitors and results.

2.2 The participant consents to his/her appearance in the Event being filmed, photographed, recorded by all means and in all media and formats by the Event Organiser or its assignees for the purposes of advertising, publicity and otherwise in relation to the Event.

2.3 A participant acknowledges that their data will be kept for a reasonable period in accordance with legal requirements and for administration purposes.

### 3. Communication

3.1 All communication from the Event Organiser to the Event participants will be by email and social media. Please ensure that the email address entered on the online registration form is correct and the Event Organiser accepts no responsibility for inaccurate information provided.

3.2 The Event Organiser will use best endeavours to provide an Event finish time for each participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

### 4. Payment

4.1 The participant shall not be eligible or entitled to participate in the Event until full payment of the 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.

### 5. Transfers and Withdrawals

5.1 Entries to the Event are non-refundable and are not transferable to another individual.

### 6. Event Changes

6.1 The Event Organiser reserves the right to change the Event without prior notice for reasons outside of the Event Organiser's control or otherwise. This includes alterations to the Event to include route if decided by the Event Organiser. In the event of this occurring refunds or transfers will not be available.

### 7. Cancellation

7.1 Due to circumstances beyond the control of the Event Organiser it may become necessary for the event to be rescheduled or cancelled and the participant will not be entitled to any refund.

### 8. Limitation of Liability

8.1 Participation will be at the participants own risk.

8.2 Notwithstanding anything in these Terms and Conditions the Event Organiser shall not be liable to the participant for any liability whatsoever including loss or damage of or to personal equipment belonging to the participant or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the Event or any other matter arising under these Terms and Conditions nor for an aggregate amount greater than the registration fee paid by the participant. In addition the Event Organiser shall not be liable for any actions of any spectators or other third parties attending at the Event.