

## **IMPORTANT NOTICE**

By checking the box below, you are accepting that You agree to the terms of this Agreement and agree to be bound by it.

## **STANDARD TERMS & CONDITIONS**

- 1. The Event is organised by South Cheshire Harriers (Us/Our/We/Organiser).
- 2. Your right to compete in the Event is dependent on You fulfilling the following criteria:
  - a. You must complete the on-line race entry form, giving full and accurate information;
  - b. You must meet the race entry criteria stated in clause 3 below;
  - c. You must agree to be bound by the race day rules stated in clause 4 below;
  - d. By agreeing to these Terms & Conditions You have effectively signed a disclaimer to allow participation in the Event;
  - e. You must pay the race entry fee (the 'Fee'); and
  - f. You must have received an email from Us (or Our Agents) advising You that You have been accepted as a competitor in the Event.
  - g. You must complete all the required medical information fields on the back of your run number (bib) prior to participating in the event.
  - h. You must not share, give away, copy or allocate, etc Your race number to anyone else under any circumstances.
- 3. The race entry criteria referred to at clause 2(b) is:
  - a. You are over the age of 18 years old on the day of the Event;
  - b. You are physically fit, in good health and capable of completing the full distance of the Event (20 miles) within 4 hours;
  - c. You have notified Us of any known medical condition in advance of taking part in the Event by completing the relevant section of the Event online application during your registration and We have confirmed in writing that without prejudice to clause 2(d) and clause 15) You are not excluded from the Event on the basis of information You have given to Us (Please note that You may be required to supply Us with a medical certificate signed by your doctor confirming that You are fit to take part in the Event).
- 4. The race day rules referred to at clause 2(c) above are:
  - a. The rules governing competitors on the day of the Event are those of the UK Athletics Association known as the "UK Athletics Rules for Competition".

A copy of these rules can be found at:

http://www.britishathletics.org.uk/competitions/rules/;

b. You will be provided with a race number that must be worn on the front of your vest/t-shirt and must always be visible during the Event. Before competing in the

Event, You must complete the contact and medical details form which can be found on the reverse of your Event race number in case of medical emergency;

- c. If You are issued with a timing chip at the Event You are responsible for wearing the timing chip during the Event in accordance with instructions given to You by Us. It is a condition of the Event that You cross all timing mats provided and are recorded passing any timing or recording points on the route;
- d. It is at Our absolute discretion to allow You to participate in the Event if you arrive later than the scheduled start time;
- e. You must not be under the influence of drugs or alcohol during the Event;
- f. You must follow instructions as given from all Event officials including race marshals, stewards and members of the medical team. Failure to follow instructions given may lead to your disqualification from the Event;
- g. Race marshals, stewards and members of the medical team at the Event have authority to disqualify You from the Event and ask You to leave the race course should they consider that You are putting your own safety and welfare, or the safety and welfare of others, at risk
- h. You must always respect and follow instructions from all the Event Team during the race. If you are found to be verbally or physically abusive to the Event Team, Volunteers, Spectators, fellow runners or road users we reserve the right to disqualify you from the race & ban you from future races
- i. The use of wheeled devices by participants or any other person authorised to be on the course shall be strictly limited to (a) authorised and registered competitive wheelchair participants and (b) authorised course marshals on bicycles. Baby joggers, baby strollers, skateboards, rollerblades, Kangoo Jumps, stilts, crutches, unauthorised bicycles or any other wheeled device will not be permitted.
- j. Toilet facilities are provided for the benefit and use of Race Participants at the start / finish of the Event.
- k. If You are found by a race marshal, or any Event official to have gained an unfair advantage by intentionally shortening the route of the race You shall be immediately disqualified from the Event:
- I. Any disputes arising at the Event shall be referred to the Event Director whose decision shall be final;
- m. Copies of licences for the Event will be available at the Event and can be inspected upon request.
- 5. Your entry into the Event is transferable, meaning that another person can compete in the Event under your competitor number in your place should you wish to Transfer. No refund of the Fee will be made. All transfers must be completed no later than midnight on the 5<sup>th</sup> September 2020. In the event You are found to have transferred your race entry to another person without following the Event procedure your race number will be disqualified from the Event.
- 6. Your entry into the Event cannot be deferred.
- 7. If, following your application to enter the Event, You subsequently decide for whatever reason not to compete in the Event, you may withdraw from the Event, but you shall not be entitled to a refund of the Fee and We shall not be liable for any losses You may suffer as a result.

- 8. Applications to enter the Event shall be refused when the course cap is reached, or if this is not reached, after midnight on the 5<sup>th</sup> September 2020.
- 9. We reserve the right and shall have absolute discretion to delay, cancel or suspend the Event due to extreme inclement weather or other extreme weather conditions, an incident on or near the race route or course or land used by the Event or any other emergency or extraordinary circumstance (including, without limitation, in cases of contagious or infectious disease, epidemic, pandemic, riot (or threatened riot), act or threatened act of terrorism, sabotage, labour disputes or strikes, acts of governmental or non-governmental authority), death of a member of the Royal Family or significant member of parliament (or equivalent), or if a period of National Mourning is announced. Should We delay, cancel or suspend the Event for any of these reasons You shall not be entitled to receive a refund of the Fee and We shall not be liable for any losses You may suffer as a result.
- 10. Should a major incident occur along the race route, we reserve the right to amend the race route and / or to shorten the race distance and / or to stop the race. Should this occur You shall not be entitled to receive a refund of the Fee and We shall not be liable for any losses You may suffer as a result.
- 11. We reserve the right to refuse or cancel your application to enter the Event in our absolute discretion (including without limitation if You fail to meet the criteria in clause 2 above), including any duplicate application that You may make.
- 12. Without prejudice to clause 7 and clause 9 and clause 10 We reserve the right to alter the date of the Event, alter the course route or alter the course distance of the Event.

## **IMPORTANT NOTICE – GENERAL LIMITATION OF LIABILITY:**

- 13. You acknowledge that You are entering the Event at your own risk.
- 14. By entering into this Agreement and by competing in the Event You confirm that You are of good health and enough fitness to compete in the Event.
- 15. Save in the event of any negligent or wilful act or omission on its or their part, neither the Organiser nor its officers, agents, licensees or assignees, sponsors or medical advisers shall be liable to You for death or personal injury, or damage to your property or for any other loss of whatever nature suffered thereby whether during preparation for the Event, during the Event or after the Event.
- 16. Without prejudice to the generality of clause 15, neither the Organiser nor its officers, agents, employees, licensees or assignees, sponsors or medical advisers shall be liable to You for any actions of any spectators or any third party at the Event.
- 17. Baggage facilities will be provided for use by competitors at the Event. Without prejudice to the generality of clause 15, should You choose to use these baggage facilities You agree that We shall not be liable for any loss, theft or damage to your property.

18. It is agreed that You shall indemnify the Organiser and/or its agents, licensees and assignees and sponsors and medical advisers from and against all costs, claims and demands (including reasonable legal fees) arising out of matters for which You are liable under this Agreement.

## **IMPORTANT NOTICE - USE OF INFORMATION:**

- 19. We will share data with our service providers and UK Athletics Limited to the extent necessary to provide services at the Event. This data will include the number of competitors expected to compete at the Event and any medical information entered against your race number or collected by medical advisers during the Event. By entering into this Agreement, you consent to Us using and sharing your information in this way.
- 20. We may also share your personal information with associated race partners. By entering into this Agreement, you confirm your consent to our sharing of your information in this way.
- 21. By entering the Event and in the event of a serious injury or hospitalisation You agree to the sharing of your details and condition (Data) between South Cheshire Harriers and the NHS, Hospital, Doctors, Nurses, Paramedics or anyone charged with the management of Your medical care. South Cheshire Harriers will only be permitted to discuss such matters with the Event Director, Race Medical Team, Event Management Team, NHS, Doctors, Nurses, Paramedics or anyone charged with the management of your medical care and those named on the rear of the race bib or Next of Kin You named upon entering the Event.
- 22. Due to the nature of the Event, you may be photographed or videoed at the Event. By entering into this Agreement, you give Us permission to use any photographs or videos taken of You at the Event throughout the world in all and any media, including in any promotional and advertising material of ours or our sponsors. You confirm that You do not object to Us or our partners storing copies of the photographs taken or videos filmed for use in connection with any promotional or advertising activities.
- 23. Our terms and conditions are reviewed periodically, and We reserve the right to amend them accordingly. You are expected to review our website to be aware of any changes. You agree to be bound by any modification or supplement to this Agreement that is published prior to the Event.
- 24. This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

By entering the Event or checking the box, You confirm that You **ACCEPT** these terms and conditions and agree to be bound by them.