



## EVENT TERMS & CONDITIONS

For terms and conditions relating to the purchase of goods please see <http://ratrace.com/Terms-Conditions.aspx>

### 1. General

i. Definitions: The "Participant" means an individual entering the Event. The "Organiser" means Rat Race (Events) Limited, Unit 4, Stirling Park, Clifton Moor, York YO30 4WU

### 2. Waiver

i. Organiser's release of liability in consideration for being permitted to participate in the Event, the Participant hereby waives, releases and forever discharges, for himself, his heirs, executors, administrators and legal representatives, any and all rights and/or claims which the Participant may have against the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by him directly or indirectly arising out of his participation in the Event (including the application of emergency or medical services at the Event). Further, the Participant covenants not to take any action against the Organisers, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by the Participant directly or indirectly arising out of his participation in the Event. This release and discharge includes, but is not limited to, claims for property damage, economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of the Participant's participation in the Event (including all legal costs associated with such claims).

ii. The Participant hereby agrees to indemnify the Organisers, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of the Participant's actions and/or participation in the Event, including without limitation, the violation of any laws or regulations by the Participant or the Participant's breach of these Terms and Conditions of Entry.

### 3. Event rules, regulations and advice.

i. For reasons of fairness, safety and responsibility the Participant is expected to abide by the following rules and regulations as laid out by the Organisers. Ignorance of these rules and regulations shall be regarded as no excuse and failure to comply with these rules and regulations may lead to penalties or disqualification from the Event.

#### ii. General Rules

Please at all times show respect for the environment, landowners, local communities and other recreational users

- a. Always follow and adhere to the Highway Code and local byelaws
- b. Ensure you are wearing or carrying the appropriate mandatory and recommended kit at all times
- c. Notify the Event Medic (at registration) of any significant medical history
- d. All competitors/team-members are responsible for wearing their timing chip in the correct manner
- e. Do not interfere with the timing mats or boxes or their positioning
- f. Do not stray off the course or enter out-of-bounds areas
- g. No outside assistance is allowed during the event
- h. Public transport and transport in cars are not permitted at any time during the event

- i. Stop and assist any competitors in need of medical attention and alert a race safety steward ASAP
- j. Ensure any injured competitor in proximity to you is adequately provided for, before continuing
- j. Co-operate with Event Officials at all times
- l. Weather conditions may affect some stages and lead to course variations
- j. Pre-event reconnoitring is deemed not to be in the spirit of the event
- k. The Event Director's decision is final

#### 4. Safety – General

i. You are expected to be able to look after yourself and your team-mates; In an emergency, attract attention using physical contact, a whistle or voice and raise the alarm to other participants. There will be first-aiders in attendance throughout the event. The Race Director's contact number will be provided to you as an emergency contact number. In the event of a true emergency, the first port of should be 999/112 or follow any emergency protocol specifically issued for the event. There will be event safety staff on the course with radios and/ or phones. In addition, participants are expected to go to the aid of anyone in need of medical attention and alert a marshal.

#### 5. Medical

i. You declare that you are physically fit and healthy enough to take part in activities during the event. At the event you will be required to complete the medical questionnaire pre-printed on the reverse of your race number; issued at registration. It is your responsibility to retain this race number throughout the event duration.

#### 6. Acceptance of Terms & Conditions of Entry

i. The Participant understands that failure to comply with the terms and conditions listed here may, at the sole discretion of the Organiser, result in your disqualification from the Event.

#### 7. Hazards & Risks and Compliance

i. Compliance It is the sole responsibility of the Participant to comply at all times during the Event with all applicable laws, byelaws and regulations of the United Kingdom, including without limitation, all speed regulations, road traffic laws and laws relating to the possession or use of alcohol, drugs or other prohibited substances.

ii. The Participant must adhere to the Highway Code at all times during the Event.

iii. The Participant acknowledges and understands that the Event is a potentially hazardous sporting event. The Participant acknowledges and accepts that participation in an event such as the Event is potentially dangerous and that there are numerous risks associated with a participation. Such risks and dangers include, but are not limited to: traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects and the negligence of other road users. Further, the Participant fully understands and accepts that his participation in the Event may result in serious bodily injury and/or death to yourself or others. The Participant further acknowledges and accepts that the route of the Event may require running and/or cycling on public roadways and on rough uneven terrains upon which pose travelling hazards and risks. Further, the Participant accepts that participation in the Event will result in strenuous physical exertion as participants will be required to be active for very long periods of time, including the risk of being active through inclement weather and/or very hot weather.

iv. The Participant enters the Event voluntarily and with full knowledge and understanding of the risks associated with participation in the Event, the Participant is strongly advised to take every reasonable precaution and in the case of any questions is advised to contact the Organiser prior to the Event.

v. The Participant declares that he voluntarily enters the Event with full knowledge and understanding of the risks associated with the participation in the Event. Insurance The Participant acknowledges and understands that it is his personal responsibility to arrange for insurance cover for the Event if the Participant wishes to be covered by insurance.

The Organiser will not provide insurance cover for Participants in the Event. By agreeing to the declaration on the Event Entry Form, the Participant accepts that the Organiser has made this clear to the Participant in advance of the Event.

#### 8. Participant's Property during Event

- i. The acquisition of essential equipment, including specific safety equipment, in order to take part in the Event is the responsibility of the Participant and the Organiser strongly advises that these acquisitions are secured before entering the Event.
- ii. The Organiser accepts no responsibility for the loss of, theft, or damage to any property owned by or under the control of the Participant deposited by the Participant in the Event's event village and/or at any point of the Event course. This includes any transport of equipment that may be in element of the service provided during the event by, or on behalf, of the organisers.

#### 9. Litter

- i. The Participant agrees not to drop litter on any part of the course or in the event village.

#### 10. Event refunds, deferments and transfers

- i. We regret that we will not be able to provide any proportion of event entry refund having entered the event. This policy is non-discriminatory and does not take account of any individual circumstances in order for fairness and clarity.
- ii. Where accommodation bookings are made as part of the entry process or where other bolt-on services such as travel products, hire services or otherwise are bought, these also fall under the terms of this policy.
- iii. If the Event has had to be cancelled in advance of its taking place entry fees and/or associated event purchases shall be refunded in full by the organisers upon written request. All such requests must be sent to the Organiser by recorded delivery post to the above address. Refunds shall be paid within 28 days of the written request by the Competitor to the Organiser for the refunded monies and shall be made by company cheque from Rat Race Events Ltd payable to the individual Participant requesting the refund. These refunds shall be made to the person requesting the refund only and not as team aggregate amounts.
- iv. If an event is re-located, no refunds shall be given if the event is re-located within an area of 50 miles radius of the original Event location.
- v. Event entries may be transferred between categories provided any additional costs that are relevant are paid in full if such a request is emailed 14 clear days before the event date to [info@ratrace.com](mailto:info@ratrace.com). An administration fee of £7.50 will need to be paid before the transfer is confirmed.
- vi. An entrant may switch their entry to a friend except where the Organiser has expressly stated otherwise by (1) express instruction, (2) public announcement through the Event website or (3) individually, in writing, to the Competitor(s) in question, if such a request is emailed 14 clear days before the event date to [info@ratrace.com](mailto:info@ratrace.com). An administration fee of £7.50 will need to be paid before the transfer is confirmed.
- vii. An entrant may switch their entry to the following event next season, if such a request is emailed 14 clear days before the event date to [info@ratrace.com](mailto:info@ratrace.com). Upon receipt of the email we will contact you to arrange the transfer. An administration fee of £7.50 will need to be paid before the transfer is confirmed. In such an occurrence that the series does not take place in the future the transferred entry fee will not be subject to a refund. Accommodation bookings or any other bolt-on services such as travel products, hire services or otherwise are bought are non transferable to the following event season.
- viii. The Organiser's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy and/ or on the Event website. The Participant is advised to visit the Event website regularly.

vix. The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer. Please contact the Organisers for any questions on the Organiser's refund policy.

#### 11. Organiser's Event Equipment

i. Where equipment is provided to the Participant by the Organiser, all reasonable care is expected to be exercised by the Participant in relation to this equipment. If it can be seen that the Participant wilfully or maliciously damages equipment or where negligence has been shown in the care of such equipment, the Participant hereby accepts that the Organiser has the right to charge the Participant for the cost of replacing the equipment.

ii. Where Sport Ident "dibbers" and/ or other timing equipment are issued to the Competitor to wear during the Event, the Organiser expects these to be returned post-event. Where they are not returned, the Participant hereby agrees to reimburse the Organiser for the replacement value of £30.

#### 12. Image Rights

i. By participating in the Event the Participant consents to being photographed and/or to be included in the filming of imagery recording the Event and/or to be included in sound recordings of the Event. The Participant hereby waives any and all rights of publicity or privacy and hereby grants to the Organiser the sole, full and complete permission and authority to utilise and exploit the participant's appearance in the Event in any and all manners and media throughout the world in perpetuity without the need for any further approvals from the Participant.

ii. The Participant further agrees that the Organiser has the sole discretion to use or refuse to use any Event photographs or sound or media recordings in which the Participant appears, and that if the Organiser may use or edit such sound or imagery at his sole discretion and as he thinks fit. Subject to any restrictions of privacy imposed by law, the Participant hereby consents to the use of his name, image, likeness, voice and any biographical material about him in connection with any and all footage of the Event, publicity and related promotional material of the Organiser and for any and all publicity and promotional purposes.

iii. The Participant expressly waives any claims against the Organiser (including their directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of Event imagery or sound and/or any promotional materials relating to the Event.

#### 13. Personal Film

i. The Participant is welcome to take photographs and film footage of his participation in the Event for non-commercial purposes (that is for personal and private use only). The Participant is not permitted to reproduce or use photographs or footage of the Event on any website, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. The Participant hereby agrees to assign (by way of present assignment of future copyright) to the Organiser all his rights, title and interests in the world-wide copyright and all intellectual property rights in such reproduced or used photographs or footage in perpetuity together with exclusive world-wide rights of exploitation thereof.

#### 14. Event Numbers, Branding/ Clothing

i. The Participant agrees that he must wear at all times during the Event the event number supplied by the Organiser and to keep it clearly visible at all times during the Event. The event number must not be altered or defaced in any way before or during the course of the Event. Failure to comply with these requirements will result in instant disqualification from the Event. The Participant is not allowed to affix any other branding materials in any shape or form to his race number or shirt, however temporary.

#### 15. Consumer Protection (Distance Selling) Regulations 2000

This section explains that the law allows you to cancel many online purchases up to seven working days after you made the transaction - unless the service you have paid for has begun within this time. If you will be entering a race online you should note the conditions below. This explains that because we will be sending you information relating to the event immediately the service will be considered to have begun, and you will no longer have the right to cancel. If you do not wish to waive your cancellation right in this way, you should not proceed with race entry via the website.

#### i. Cooling-Off Rights

a. You have rights under the Consumer Protection (Distance Selling) Regulations 2000 to cancel any Contract with us during an initial "cooling-off" period. Some of these rights and your obligations are summarised in the following parts of this section and a copy of the complete regulations can be found at:

<http://www.legislation.hmso.gov.uk/si/si2000/20002334.htm>

b. You agree that (for the purposes of regulation 13(1)(a) of the Consumer Protection (Distance Selling) Regulations 2000) you will not have the right to cancel a Contract by giving notice of cancellation under this if we have begun to perform our services during the cancellation period.

#### 16. Third Party Flyering

Rat Race Events enter into agreement with landlords that secure the permission for the parking of participant vehicles within the premises at no extra charge to our customers. Please note that Rat Race (Events) Limited do not place flyers on vehicles and have no association with, nor do we endorse the organisations that conduct this activity.

Organisations that decide to conduct non-agreed flyering will be charged at the rate of £1 per competitor in the event to cover the cost of litter collection and refuse disposal.

Address for the service of cancellation notices and to which complaints can be made

Rat Race (Events) Limited, Unit 4, Stirling Park, Clifton Moor, York, YO32 5XR