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## **Smalley Road Runners 5 Bells Race** **Terms of entry and participation**

### **1. Definitions**

**Event:** the Smalley 5 Bells running race as organised by the Organiser;

**Force Majeure Event:** event(s) or circumstance(s) beyond the reasonable control of the Organiser which make it unsafe, or otherwise impossible for the Event to take place;

**Organiser:** Smalley Road Runners running club;

**Participant:** the person competing in the Event; and

**Website:** [www.runbritain.com](http://www.runbritain.com) and the entry portal on for the Event thereon.

### **2. Entry**

- 2.1. The entry fee for the Event is set out on the Website and is paid at the point of entry submission. The entry fee is non-refundable except in accordance with these terms and conditions.
- 2.2. The Organiser may close the event to further entries at their discretion or once the Event has sold out.
- 2.3. All participants must be aged fifteen (15) years or over as at the date of the Event.

### **3. Limitation of liability and Disclaimer**

- 3.1. Subject to clause 3.2 the Organiser's total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant to the Organiser.
- 3.2. Nothing in these terms shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 3.3. The Participant agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Participant.
- 3.4. The Organiser will not be liable for any pledges or other fundraising being undertaken by the Participant or on his or her behalf to any charity, whether or not the Participant completes the Event.
- 3.5. Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of any participation in the Event is the sole responsibility of the Participant.
- 3.6. The Participant acknowledges that the Organisers and officials of the race shall (subject to clause 3.2 above) have no liability for any loss or damage he/she may suffer including consequential or indirect loss as a consequence of his/her participation in the Event.



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#### **4. Medical conditions**

- 4.1. If the Participant has a medical condition it must be detailed on the reverse of the race number.
- 4.2. The Participant agrees that to the best of their knowledge, they are physically able to compete in the Event and, to the extent that it may be necessary they have sought and relied upon any prior medical advice before the date of the Event.
- 4.3. Should any medical or physical condition arise prior to the Event which is likely to affect their ability to compete in the Event, the Participant should withdraw from the Event. The Participant consents to any medical treatment being administered during the Event by official medically-qualified personnel.
- 4.4. The Organiser may prevent any Participant from taking part in the Event (either at the start or during the Event) if the Organiser or any medical representative considers that the Participant should not participate in the Event.

#### **5. Transfers, deferrals & withdrawals**

- 5.1. All Participants must clearly display the race number allocated to them on the front of their vest/t-shirt throughout the Event.
- 5.2. Participants cannot assign, transfer, sell or gift their Race entry without the permission of the Organiser. The decision of the Organiser in respect of entry transfers is final and is always subject to clause 2 (fees non-refundable).
- 5.3. Participants are not able to defer their entry to any subsequent Events run by the Organiser.
- 5.4. If the Participant is unable to take part in the Event they are entitled to withdraw at any point providing they do not cross the start line of the race after notifying the Organiser of their intention to withdraw. The decision to offer any refund to the Participant following a withdrawal is entirely at the discretion of the Organiser.

#### **6. Healthy and Safety**

- 6.1. The Participant acknowledges that the Event will take place on open bridleways, paths and pavements (amongst others), made up of a variety of hard and softer surfaces. It is the responsibility of the Participant to ensure they traverse the public aspects of the route safely and in manner consistent with the Highway Code.
- 6.2. The Organiser is not responsible for the paths or surfaces upon which the Event is run.
- 6.3. All decisions by the Organiser in respect of the safety, running and organisation of the Event, the rules of the Event and finish times and positions are final.
- 6.4. The Participant accepts that the Organiser may have to change or cancel parts of the Event (including the route) for reasons which are beyond their control. This may include the cancellation of the whole Event.

#### **7. General Data Protection Regulations (GDPR)**

The Organiser will use all reasonable endeavours to ensure that any personal data of the Participant is held and processed in accordance with the GDPR regulations and the Organiser's Privacy Notice, which is located on the Organiser's website.



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## **8. Use of photographic images**

The Participant accepts that by taking part in the Event, they may be filmed, recorded or photographed. All such commercial rights in relation to the same images or footage belong entirely to the Organiser and the Participant has no proprietary rights in relation to any film, photograph or other such recorded media. If the Participant does not wish for their image be used in this manner, they should contact the Organiser.

## **9. Baggage storage**

Personal items and effects may be deposited prior to the race in the designated bag drop area. All items are left entirely at the risk of the Participant and the Organiser will not accept any responsibility or liability for any loss or damage to any items deposited at the bag storage area.

## **10. First aid**

The Organiser shall use their reasonable endeavours to ensure that appropriate first aid assistance will be available for the duration of the Event. There will be clearly signed first aid points at the start/finish area and along the course. Volunteers and marshals in attendance at the race are not medically trained and will not give medical assistance other than requesting an ambulance or paramedic in the event that medical assistance is required.

## **11. Charity collections**

- 11.1. Participants wishing to make a charity collection on the day of the Event must obtain prior written permission from the Organiser before doing so. The Participant acknowledges that the Organiser may not be able to grant authorisation for every request.
- 11.2. Any person found collecting funds on the day of the Event without the correct authorisation may be removed from the course.

## **12. Event Cancellation**

- 12.1. The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.
- 12.2. If the Event is cancelled in accordance with clause 12.1 the Organiser shall not be liable for any losses incurred by a Participant as a result of cancellation of the Event. In the event of a cancellation, refunds of entry fees will be made at the discretion of the Organiser, who is entitled to retain any proportion of the entry fees.
- 12.3. If, as a result of a Force Majeure Event it becomes necessary to cancel, postpone or change the route and/or length of the Event, the Organiser shall be entitled to do so at their discretion.
- 12.4. If the Event is cancelled or postponed in accordance with condition 12.3, the Organiser will make reasonable endeavours to rearrange the Event.
- 12.5. If the Event is cancelled, postponed or amended in accordance with condition 12.3 the Organiser shall not be liable to Participants for any losses incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.



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### **13. Event date and time**

- 13.1. The Organiser reserves the right to alter the start time and/or date of the Event. Should a change of date be required and the Participant is unable to attend on the revised date, he/she may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.
- 13.2. Should a change in the start time be made Participants will be notified with as much notice as reasonably practicable. No refund in full or in part shall be made following a change in start time provided that the date of the Event does not change.

### **14. Race mementos**

- 14.1. Participants who complete the Event will receive 1 (one) race goody bag.
- 14.2. The Organiser will use its reasonable endeavours to provide the Participant with a finish time but the Organiser is not responsible for any anomaly or technical malfunction that affects finish times.

### **15. Event Rules**

- 15.1. The Participant agrees to abide by all applicable race rules imposed by the Organiser.
- 15.2. The Participant will not be entitled to a refund of any entry fee if he/she is disqualified from the Event as a result of any infringement of these conditions or any such rules or regulations.
- 15.3. The Participant accepts that the Organiser may introduce cut off times to limit the time taken to complete the Event or any section of the Event. A Participant can be asked to withdraw from the race if they will miss the cut off times.

### **16. Miscellaneous**

- 16.1. The Organiser can change these terms and conditions from time to time.
- 16.2. No waiver by either party of a breach or default or any amendment to these terms and conditions shall be affective unless in writing and signed by all parties.
- 16.3. These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.