

COLLOIDE ENGINEERING SYSTEMS LTD HALF MARATHON COASTAL WALK EVENT TERMS & CONDITIONS



EVENT TERMS AND CONDITIONS

The following are the terms and conditions of entry of Colloide Engineering Systems Ltd Half Marathon Coastal Walk. These terms are not negotiable and by registering for the event and paying the entry fees you are hereby acknowledging your acceptance of our terms and conditions

WARNING: This is a legal document that affects your rights, if you are uncertain or uncomfortable with some of the conditions of registration then we recommend that you obtain advice to ensure you understand and accept the conditions of entry.

I agree to participate in this event on the following basis:

1. I acknowledge that physical exertion events involve the real risk of serious injury or even death from various causes including overexertion, dehydration, accidents with other competitors, spectators or road users, and course or weather conditions and other causes.
2. I understand that I should not participate in this event unless I have trained appropriately and will be in a fit state to complete the event safely. I acknowledge that if I am aware of an existing medical condition and uncertain of my state of fitness then a medical practitioner should verify my physical condition.

DEFINITIONS

Participant/you means an individual participating in the Event OR the parent or guardian of a minor (under 18 years old) participating in the Event or anyone spectating at the event or anyone visiting the event site.

Organiser/Colloide means the Event Organiser, Colloide Engineering Systems Ltd, Cookstown Enterprise Centre, Derryloran Industrial Estate, Cookstown, Co. Tyrone, BT80 9LU (and any of its subsidiaries or Event associated companies).

Agreement – the agreement between the Participant and Colloide means the contract between you and Colloide which include these Terms and Conditions.

Event – any event organised by Colloide either on its own or in association with third parties.

Event Participation Fee – the fee payable by you to Colloide in consideration of your participation in the Event.

Participation in the Event – means actual participation in the Event.

1 GENERAL

(1) Once Colloide has accepted your entry form and Event Participation Fee, you have entered into a legally binding contract with Colloide. These terms and conditions (made available to you as part of Colloide invitation to you to participate in the Event) form an integral part of your contract with Colloide.

(2) **Colloide released from liability:** By agreeing to enter 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 (including any of 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 agrees 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, any indirect or 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).

(3) **Participant's indemnity regarding Third Party Claims:** The Participant hereby agrees to indemnify the Organisers (including any of 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.

2 HAZARDS AND RISKS

(1) **IMPORTANT – Risks:** You commit to participate in the Event with full knowledge and understanding of the risks associated with participation in the Event. It is your sole responsibility to inform yourself of the risks involved and you are strongly advised to take every reasonable precaution to avoid such risks. If you are unsure of such risks, you must contact us prior to the Event to obtain advice.

(2) **IMPORTANT – Risks:** You hereby confirm that you understand, acknowledge and agree that the Event is a potentially hazardous event. Further, you confirm that you fully understand and accept that your participation in the Event may result in serious bodily injury and/or death to yourself or others. It is your responsibility to exercise reasonable care and attention. You hereby accept that Colloide does not accept liability for any damage, loss or injury whatsoever resulting from any Event risks or dangers.

(3) **Risks of Event Route:** You further acknowledge and accept that the route of the Event may require walking on public roadways and/or on rough or uneven terrains which pose hazards and risks. By entering the Event, you acknowledge your responsibility to exercise every possible caution when using the pre-set Event course. Colloide accepts no liability for any loss, damage or injury incurred in circumstances where you leave the marked Event track.

(4) **No Event Insurance:** You hereby acknowledge that it is your personal responsibility to arrange for insurance cover for the Event if you wish to be covered by insurance. Colloide will not provide insurance cover for Participants in the Event. **You accept that the Organiser has made it clear to you in advance of the Event that no insurance will be provided.**

3 EQUIPMENT

(1) **Equipment Loss, Theft or Damage:** Colloide accepts no responsibility for loss, theft, or damage to any property owned by or under the control of the Participant, deposited by the Participant in the Event's start/finish and/or at any point of the Event course. This includes any transport of your equipment where such transport is in element of the service provided during the Event (whether by, or on behalf, of Colloide).

4 MEDICAL/FITNESS

(1) **Your Fitness Level:** You accept that participation in the Event involves physical exertion as you will be required to be active for long periods of time, including the risk of being active through inclement weather and/or hot weather. By entering the Event, you acknowledge this fact, and you accept that it is your sole responsibility that you have a level of fitness at least adequate for the Event requirements. If you have any questions on fitness levels required, you must seek advice from Colloide before entering the Event.

IMPORTANT: You hereby declare that you are physically fit and healthy enough to take part in the Event and any of its advertised activities.

(2) **Medical Disclaimer:** You will be required to complete and sign a Medical Disclaimer and present this to Colloide. You will not be able to participate in the Event unless this form is completed, signed and presented to Colloide. If there are any specific medical details which you believe may be important, Colloide highly recommends that you write these down and carry on your person at all times during the Event.

5 FILM AND PHOTOGRAPHY RIGHTS

(1) By participating in the Event, you consent 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. You hereby waive any and all rights of publicity or privacy and hereby grant to the Organiser the sole, complete, unrestricted and unlimited permission and authority to utilise and exploit free of charge your appearance in the Event in any and all manners, forms and media throughout the world in perpetuity without the need for any further approvals from you.

(2) You unreservedly agree that the Organiser has the sole discretion to use (or refuse to use) any Event photographs or sound or media recordings in which you appear. You agree that 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, you hereby consent to the free of charge use of your name, image, likeness, voice and any publicly available biographical material in connection with any and all footage of the Event, all and any Event publicity and any of the Organiser's Event related promotional material for any and all publicity and promotional purposes.

(3) You expressly waive 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.

(4) In addition to the Organiser's image rights set out in (1) to (3) above, you hereby consent for your image, video, photographic stills and voice to be used free of charge by Colloide or any of its third party commercial partners in perpetuity and across all territories as long as there is no undue prominence.

(5) **Participant's Personal Photos and Film:** You are 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). You are NOT permitted to reproduce or use photographs or footage of the Event on websites, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. No written permission is required for the publication of personal images to social media sharing websites such as Facebook and Instagram. You hereby agree 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. You agree to allow us to use such footage free of charge.

6 EVENT RULES FOR PARTICIPANTS (IMPORTANT)

(1) **Compliance with Law:** 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.

(2) **Acceptance of Terms and Conditions of Participation:** You understand and accept that failure to comply with any of the terms and conditions set out herein may, at the sole discretion of Colloide, result in your disqualification from the Event. You are required to comply with the health and safety rules of the Event and these terms and conditions otherwise you may be asked to leave the Event site.

(3) **Event rules – General:** For reasons of fairness, safety and responsible behaviour, you are expected to abide by the following rules and regulations. 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.

You are expected at all times to show respect for the environment, landowners, local communities and other recreational users.

Do's and Don'ts

- *Always follow and adhere to the Highway Code and local byelaws.*
- *Ensure you are wearing or carrying the appropriate (mandatory and/or recommended) kit at all times.*
- *Notify the Event Medic (at registration) of any significant medical history.*

- *Stop and assist any competitors in need of medical attention and alert an event safety steward ASAP.*

- *Ensure any injured competitor in proximity to you is adequately provided for, before Continuing and Co-operate with Event Officials at all times.*

- *Do NOT stray off the course or enter out-of-bounds areas.*

(4) **General Safety:** You are expected to be able to look after yourself. In an emergency, attract attention by (for example) using a whistle or voice and raise the alarm to other participants. There will be first-aiders in attendance throughout the Event. In the event of a true emergency, the first port of should be 999. Alternatively, follow the emergency protocol specifically issued for the Event. There will be Event safety staff on the course with phones.

(5) **Clothing:** The participant should dress appropriately for the type of Event and for the conditions. Where published by Colloide and appropriate to the Event, the Participant shall carry at all times any mandatory equipment specified by Colloide. However, the carrying and/ or wearing of mandatory equipment shall not prejudice the Participant's obligation under this clause to dress appropriately for the conditions and it is in the Participant's sole responsibility to select and wear appropriate clothing, footwear and other garments. Colloide will accept no liability whatsoever for any Participant who suffers injury or loss as a result of the wearing of inappropriate clothing or footwear.

(6) **Weather Conditions:** The Event is an outdoor event which will take place in varied weather conditions. You are expected to prepare yourself for the conditions of the day accordingly. The characteristics of terrain may change in varying weather conditions. You are expected to use your own judgment at all times when assessing these conditions and your interaction with the course.

(7) **Litter:** You categorically agree not to drop any litter on any part of the course. Colloide also promote the use of reusable water cups and bottle and discourage the use of single use plastic.

IMPORTANT – PLEASE READ THE FOLLOWING SECTIONS CAREFULLY

7 GENERAL PARTICIPATION RULES

(1) On Colloide accepting your entry form and payment for participating in an Event, you have entered into a contract with Colloide. As part of this contract, you agree to participate in the Event for which Colloide has reserved you a place. You also accept and agree to abide by these Terms and Conditions (which form part of your contract with Colloide) as well as any instructions given to you by Colloide and any of its officials before or on the day of the Event.

8 CANCELLATION RULES

CANCELLATION BY YOU

(1) **Pre-Event Cancellation:** Important: You must understand that you have no right to cancel your participation and demand a refund once Colloide has accepted your Event application. If for any reason you are unable to take part in the event, you may cancel your entry subject to the procedures outlined in clause 9 below.

(2) **Automatic Unilateral Event Day Cancellation:** If you fail to attend on the day of the Event or if you fail to obtain your race pack on the day of the Event due to late arrival to Pack Collection, for any circumstance, you are deemed to have unilaterally cancelled your Event participation.

CANCELLATION BY COLLOIDE

- (1) Colloide may cancel its contract with you if circumstances beyond its control force Colloide to cancel the Event as a result of (without limitation) predicted severe weather conditions, flooding, etc.
- (2) Colloide may cancel its contract with you in circumstances where insufficient participation numbers make the Event economically unviable.
- (3) If the Event is cancelled by Colloide in the circumstances set out in (1) and (2) above refunds and/or transfers of your Event Participation Fee will be made according to the refund, deferment and transfer policy set out in Section 9 below.
- (4) You hereby accept that the Event is not guaranteed to take place.

9 REFUNDS, DEFERMENTS AND TRANSFERS

- (1) The provisions of this clause 9 shall apply in addition to the provisions of clause 8 above.
- (2) Colloide will not refund all or any proportion of the Event Participation Fee if the Participant is unable to attend the Event or once the Participant has participated in the Event. This policy is non-discriminatory and, so as to provide fairness and clarity to all participants, Colloide cannot take account of any individual circumstances.
- (3) **IMPORTANT** – Colloide will under no circumstances whatsoever re-imburse you for any third party costs incurred by you (such as, without limitation, accommodation, travel costs or hire services).
- (4) If you are unable to participate in the Event for whatever reason, including but not limited to injury, illness, travel issues, weather, event cancellation/ event venue change/ event date change on reasonable notice (either as a result of force majeure or otherwise whatsoever), Colloide will not be liable for any costs whatsoever incurred by you relating to privately booked travel, accommodation or other ancillary costs. See also clauses 9(6) and 9(7) below.
- (5) If the Event has had to be cancelled in advance of its taking place Event Participation Fees and/or associated event purchases shall be subject to the deferment and transfer policy without any administration fees.
- (6) **Event Relocation:** Provided a minimum 10 days' notice period is given to the Participant, no refunds will be given if a Participant is unable to attend an Event which is relocated within an area of 50 miles radius of the original Event location. For the avoidance of doubt, an announcement on the Organiser's web or Facebook site shall be sufficient notice and the Participant is advised to check the same in regular intervals. The Participant accepts that 10 days' notice is a reasonable period.
- (7) **Event Date Change:** Provided a minimum 10 days' notice period is given to the Participant, no refunds will be given if a Participant is unable to attend an Event which is re-scheduled to a date within 6 months before or after the original Event date. For the avoidance of doubt, an announcement on the Organiser's webpage and official email communication to registered email addresses shall be sufficient notice and the Participant is advised to check the same in regular intervals. The Participant accepts that 10 days' notice is a reasonable period.

(8) **Postponement due to weather:** In the unlikely event of an Event being Postponed due to unprecedented weather conditions, Colloide will offer a new date.

(9) Colloide's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy.

(12) The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer.

(13) I agree that if the event is cancelled or postponed due to storm, rain, inclement weather, winds or other 'Act of God' conditions or safety concerns on Event Day, or if I do not participate in the event for any other reason, my entry fee shall be non-refundable.