2016 Saltford Santa Dash: Terms and Conditions of Entry

1 **Definitions**

1.1 "Conditions" means these Terms and Conditions of the Entry for the Event.

1.2 "Event" means the Saltford Santa Dash or, for the children aged up to and including 11 years of age the Mini Santa Run on 4th December 2016

1.3 "Organisers" means Saltford Santa Dash Committee who can be contacted on via email at saltfordsantadash@gmail.com or via to post by writing to Water Row, Mead Lane, Saltford, Bristol BS31 3EP.

1.4 "you means the person named on the entry form who will be participating in the Event

2 **Acceptance of these Conditions**

2.1 By entering the event you confirm that you have read, understood and agree to these conditions.

2.2 Failure to comply with these Conditions may result (at the sole discretion of the Organisers) in you not being allowed to participate in the Event or being removed from it.

3 **Under 18s**

3.1 The Mini Santa Run is for up to and including 11 years of age. Runners under 16 years old (as at 4th December 2016) must be accompanied by a responsible adult who will be held responsible by the Organisers for the safe conduct and behaviour of the child during the Event.

3.2 All under 18s (as at 4th December 2016) can only take part in the Event with written permission from their parent or guardian.

4 **Hazards and fitness.**

4.1 You acknowledge that participation in the Event is physically strenuous and will be physically demanding.

4.2 You acknowledge and understand that the Event is a potentially hazardous sporting event and that there are numerous risks associated with participation. Risks and dangers include but are not limited to; traffic accidents running on public roadways and on rough uneven terrains; collisions with pedestrians, vehicles, other drivers and/or fixed or moving objects; and the negligence of other road users.

4.3 You fully understand and accept that participation in the Event may result in serious bodily injury and/or death to yourself or others.

4.4 You confirm that you enter the Event voluntarily and with full knowledge and understanding of the risks associated with participation in the Event.

5 **Fitness**

5.1 You confirm that you are unaware of any health or other condition which may affect your ability to safely take part in the Event and will only take part if medically fit and well enough to run/walk the designated distance. You are strongly advised to seek medical advice before participating in the Event. You must not take part if you are under the influence of drugs or alcohol.

6 **Insurance**

6.1 The Organisers do not provide you with insurance cover in respect of any illness, accident, injury, death, loss or damages arising in connection with your attendance at or participation in the event.

6.2 You acknowledge that it is your personal responsibility to arrange for insurance cover for the Event if you wish to be covered by insurance.

7. **Event rules**

7.1 You confirm that you will at all times during the Event:

7.1.1 adhere to any instructions given by race marshals, the High Way Code and any safety rules in place at the Event and

7.1.2 not behave in a way that threatens either your safety or the safety of others and

7.1.3 not threaten, intimidate or bully any entrants or race marshals.

8 Personal property

8.1 Please take care of your personal belongings. The Organisers accept no responsibility for the loss of, theft, or damage to any property you take to the event, whether owned by you or under your control or otherwise.

9 The Organisers shall not be liable to you for any liabilities, costs, expenses, damages and losses (including any direct or indirect or consequential losses, lost profit, loss of interest and legal and other professional costs and expenses suffered or incurred by you arising out of or in connection with you taking part in the Event.

9.2 Accordingly, you agree to waive, release and forever discharge for yourself, your heirs and their

successors in title the right to any recourse or claims whatsoever against the Organisers, its officers, employees, agents (collectively referred to as "Associated Parties") as a result of any liabilities, costs, expenses, damages suffered or incurred by you, directly or indirectly, or by your family or by any dependents and suffered or incurred by you arising out of or in connection with you taking part in the Event.

9.3 You will indemnify the Organisers and the Associated Parties and keep the Organisers and Associated Parties indemnified to the extent permitted by law, from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses on a full indemnity basis) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the Organisers and/or the Associated Parties and arising out of or in connection with your participation in the Event.

9.4 Nothing in the following Conditions shall exclude or limit the liability of the Organisers and Associated Parties for;

9.4.1 Death or personal injury caused by the Organisers negligence;

9.4.2 fraud or fraudulent misrepresentation; and

9.4.3 any matter which it would be legal for the Organisers to exclude or attempt to exclude.

10 **Refunds, withdrawals and cancellations**

10.1 Please note that you do not have a statutory right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This is because the Event is scheduled to take place on a specific date and involves setting aside of capacity which the Organisers may struggle to fill if the right to cancel is exercised.

10.2 However, the Organisers may, at their discretion, agree to cancel your entry and provide a refund if you are unable to attend due to personal circumstances. Please note though that the Organisers will not accept any requests for refunds made less than 14 days before the Event starts.

10.3 If you want to request a refund you must inform the Organisers of your wish to cancel in writing either by letter (to Entrants SSD, Water Row, Mead Lane, Saltford, Bristol, BS31 3EP or email saltfordsantadash@gmail.com).

10.4 If the Organisers decide to accept your request to cancel the contract, a full refund will be provided within 14 calendar days of receiving notice of your wish to cancel.

11 **Images of you**

11.1 By participating in the Event you consent to being photographed and interviewed, and for the Organisers to use such material in any marketing and promotional material at any time in the future including in printed leaflets, flyers, adverts in magazines/newspapers and online.

12 **Your personal information**

12.1 you agree to the Organisers using your personal details for the purposes of organising the Event and sending you information in relation to future events. Your personal information will not be sold or given to third parties. Please contact the Organisers if you do not wish to receive such information in the future.

13 **Other information**

13.1 These Conditions are subject to English Law and Jurisdiction.

All correspondence should be addressed to the Organisers at Entrants SSD, Water Row, Mead Lane, Saltford, Bristol BS31 3EP or email: saltfordsantadash@gmail.com