

## Curly's Athletes Ltd

### Terms and Conditions of Entry

#### Definitions:

*Participant:* the individual who has submitted their details onto the entry system and participating in the event.

*Event:* a running, obstacle, cycling, duathlon or triathlon event organised by the Organiser and for which these Terms and Conditions of Entry are attached.

*Organiser:* Curly's Athletes Ltd

#### Entry Policy

Under UK Athletics (UKA) Rules and Regulations, the following minimum age restrictions apply as of the date of the Event:

- 11 (eleven) years of age in respect of a 5K;
- 15 (fifteen) years of age in respect of a 10K or 5 Mile;
- 17 (seventeen) years of age in respect of a Half Marathon or 10 Mile;
- (iv) 18 (eighteen) years of age in respect of a Marathon.

All Participants under the age of 18 (eighteen) years must obtain parental consent in order to register and participate in the Event.

As an adult participating in an Adult event, I declare that I am 18 years of age or over on the day of the event

As a junior participant under the age of 18 taking part in an event, I declare that a responsible adult has authorised my participation in this event and has read and accepted all of the terms and conditions of the race on my behalf.

By submitting your application and paying your entry fee, you are agreeing to enter the Event and also agree to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.

Included in your run pack will be an electronic chip to record your time. For the vast majority of our races, this will consist of a foam sticker to the

back of your number. The only exception to this is the Normanby Hall Adventure Race, which will consist of a shoe tag. This should be used in accordance with the instructions in the information pack. Removal of the foam chip/ shoe tag will mean no time will be recorded.

Participants in the Run are subject to the competition rules as dictated by the governing body. If there is any conflict between the competition rules and the Agreement, the Agreement shall apply to the extent of the conflict.

### **Medical Declaration:**

It is recommended that the Participant prepares and trains for the Event. The Participant is advised to consult with a medical professional prior to entering into the Event, especially if they have not exercised for some time. If the Participant has a medical condition, it must be detailed on the reverse of the race number.

The Participant agrees that, as far as they are aware, 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 medical advice before the date of the Event. 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.

The Organiser may prevent the 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 for health and/or medical reasons.

I declare that I will not compete in the race unless I am medically fit on the day of the race.

**Participants enter the Event entirely at their own risk:**

Curly's Athletes shall not be liable for any injury, loss or death occurring as a result of participation in the Event (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser's liability for death or personal injury resulting from the Organiser's negligence or for any other type of liability that cannot be excluded or limited by law.

I accept that the organisers and sponsors of the race, or any of their agents, will not be liable for any loss, damage, action, claims, costs or expenses which may arise in consequence of my participation of this event.

### **Race numbers:**

All Participants must clearly display the race number allocated to them on the front of their vest/t-shirt throughout the Event.

Race entries are not interchangeable, and entries cannot be assigned, transferred, sold or gifted to any third party. If this is to occur, we will disqualify the person concerned.

Any assignment, transfer or sale of a race number may result in delay and/or difficulty in the event of an emergency and any such transfer, assignment or sale may result in disqualification of the Participant from the Event and/or the Organisers filing a report to UK Athletics.

### **First aid:**

The Organiser shall use its 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 notifying an ambulance or paramedic in the event that medical assistance is required. The Participant authorises the Organiser to pass on any and/or all information that he/she has provided to the medical teams operating on the day of the Event if required for medical reasons.

### **Baggage storage:**

Should baggage storage be available at an event, personal items and items of clothing may be deposited prior to the race in the designated areas. However, Curly's Athletes Ltd do not accept any responsibility or liability whatsoever for the safe keeping or the storage of those items which are stored and deposited entirely at the risk of the Participant.

### **Event Safety:**

I am fully aware of all associated risks involved with participating in this event.

The Participant must ensure that they have the correct equipment, footwear and clothing for the Event as they require.

The Organiser may at any time during the Event or prior to the Event prevent the Participant from participating in the Event if it considers such action is necessary for the safety and/or proper enjoyment of the Event by the Participant and/or other participants and/or spectators.

All decisions and rulings by the Organiser shall be the final in respect of the safety, running and organisation of the Event, the rules of the Event and finish times and positions. The Participant accepts that circumstances concerning the Event may change from time to time for reasons beyond the reasonable control of the Organiser and these may lead to the cancellation or change of the Event, venue(s), route(s) or other such changes. The Participant agrees to abide by such change(s) and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

Please note that where an Event is open to wheelchair users and pushchairs, all participants should be vigilant so as to avoid contact with any wheelchair/pushchair or its user.

At all times during the Event, you must listen to and respond to the advice given by race officials and marshals.

Headphones must not be worn (unless otherwise stated.)

Your participation in the Event is personal to you. You are strictly prohibited from swapping, selling or transferring your place in the Event or allowing any other person to wear your Event number and participate

in your place. If you are found to be in breach of this condition, we reserve the right to exclude you from participation in future events.

Resources of the event organisers, including medical and safety services, along with event supplies for drink stations and finishers packs, are reserved solely for registered entrants. Any unregistered runner intending to participate should seriously reconsider as they pose a serious safety risk. Any unregistered participants should be reported to the nearest official.

Our events are staged on closed and open roads (please see route details for specific information). The running course will be marked by kerb edges, barriers or cones and tape. Some areas may contain permanent street furniture and or temporary works or hazards, so for your own safety all runners are instructed to stay on the designated route.

Participants are not permitted to bring pets or other animals onto the Event course. This is with the exception of guide dogs.

Bikes, scooters, roller skates, or any kind of mechanical aid (except wheelchairs) are strictly prohibited from the Event course on the day of the Event. Pushchairs are allowed at some of our events- please contact us for specific information at [contact@curlysathletes.co.uk](mailto:contact@curlysathletes.co.uk)

### **Aided participants**

For those participants who are aided around the course, either by being pushed or assisted, by a guide runner, the guide runner must also be a registered participant in the Event. The Participant requiring assistance must advise the Organiser that they require assistance upon entry of their application and a free entry place will be provided to the guide runner. A request should be submitted to [contact@curlysathletes.co.uk](mailto:contact@curlysathletes.co.uk)

### **Use of Image**

By entering this race, I give my permission to Curly's, its sponsors, assignees & licensees to use or authorize others to use photographs, motion pictures, recordings, data or any other record of my participation in this event for any legitimate purpose without remuneration.

## **Race packs**

Unless otherwise stated in previous communication, a race pack will be posted to the Participant prior to the Event to the address provided upon completion of the entry form.

Race packs will not be posted to those Participants who provided a postal address located outside of the UK at the time of completing the entry form and race packs must be collected from the race office prior to the Event. Race packs may be mailed to an alternative UK destination upon a request by the Participant and provision of a UK mailing address. The Participant should contact the Organiser via the online enquiry form on the Website to make such a request.

We do not accept responsibility for the non-delivery of race packs. If the Participant does not receive his/her race pack prior to the Event it is his/her responsibility to contact the Organiser, whereupon arrangements can be made regarding the issue of another race pack or collection of the same on the date of the Event. The Organiser shall be entitled to charge the Participant a fee for replacement packs in respect of its reasonable administration costs.

If a race pack has to be collected on the day of the Event, the Participant should allow appropriate time to do so prior to the start of the race.

## **Change of Address**

If your address details change after you have submitted your application, you can login to your profile on [www.curlysathletes.co.uk](http://www.curlysathletes.co.uk) and change your postal address. Approximately 4 weeks before the Event your run pack will be sent to the address held at that point. If you have any queries regarding this please email details of your old and new addresses and date of birth to [contact@curlysathletes.co.uk](mailto:contact@curlysathletes.co.uk)

## **Race Time**

The Organiser will use its reasonable endeavours to provide the Participant with a finish time, save that the Organiser shall not be responsible for any anomaly or technical malfunction in relation to the same.

## **Event Cancellation**

If for reasons beyond the control of the Promoter, including an 'Act of God' or Pandemic due to unforeseen, naturally occurring events that were unavoidable, the event which applicants have entered is cancelled or postponed, the Promoters will issue a full Race Credit to the value of the original entry fee or transfer the applicant's entry to another race/events where requested. Alternatively, if an event is cancelled by the Promoter for non 'Act of God' or Pandemic reasons, the Promoters will offer a full refund.

In the event of adverse weather or any other prevailing circumstances mean that the race is to be cancelled, details will be recorded on the web site and Facebook page and we will also endeavour to contact the Participant by email or other suitable communication means.

We will endeavour to stage the Event at a later date either at the same venue or at an alternative venue. Any changes to the Event will be communicated to you at the Event or sooner if practicable

In the event of cancellation of the Event, Curly's Athletes Ltd will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the Event location.

### **Transfer of entry:**

Transfer of entry is permitted between Events but may be subject to a fee e.g. where the entry fee for the race wishing to transfer to is higher than that originally entered.

If the Participant is unable to participate in the Event, he/she may transfer his/her entry to another event organised by the Organiser provided the preferred Event is not closed for entries and the transfer request has been received 6 (six) weeks prior to the original Event taking place.

The Participant must notify the Organiser in writing by email to [contact@curlysathletes.co.uk](mailto:contact@curlysathletes.co.uk). The date of notification of withdrawal is the date of the email The Participant must state his/her full name, date of birth, name of event and address in all correspondence.

If the Event the Participant wishes to transfer to is closed for entries his/her name will be added to a waiting list and in the instance that a place becomes available, the Participant will be contacted by the Organiser.

## **Deferral**

Participants withdrawing from an Event may reserve an entry in the same event for the following year. In order to reserve an entry, a request must be made to the Organiser via email to [contact@curlysathletes.co.uk](mailto:contact@curlysathletes.co.uk) . The Participant may need to pay the applicable entry fee of the event to which they wish to defer.

## **Race Entry Refunds**

Our standard refund policy is as such: We will refund entry costs to the tune of 100% 90 days prior to the event, 75% for 60 days before and 50% up until 28 days before.

After this date, we are unable to process refunds.

## **General Data Protection Regulation**

By agreeing to our Terms and Conditions, the Participant agrees to the Organiser storing his/her personal data including name, address, email address, date of birth, telephone numbers, emergency contacts. Includes participants and volunteers and using this information for the purpose of organising the Event in order to send out vital race information. Personal data will not be used for marketing purposes unless marketing consent has been received.

In compliance with the General Data Protection Regulation (GDPR) the Participant has the right of access to his/her personal records held on the Organiser's computer. By agreeing to our Terms and Conditions, in order to send the Participant a race pack and fundraising pack (if requested), and produce his/her race results, the Participant authorises the Organiser to release personal details (including his/her full name, address and e-mail address) to the pack provider, or charity (if



applicable), any official photograph company and timing results company. The Participant also authorises the Organiser to disclose his/her information for medical purposes on the day of the Event. All Organiser third party providers adhere to GDPR and will not use third party data for marketing purposes unless consent has been received.

### **Mailing lists:**

The Participant's name will only be added to the Organiser's mailing list if they agree consent by opting in to receiving marketing. If consent is received information will be sent so that the Organiser can keep the Participant informed about other events of the Organiser. By agreeing consent, the Participant agrees that such information may also be given to other carefully screened organisations working with the Organiser to deliver the Event. If the Participant does not wish to receive any marketing information, he/she can indicate this on the entry form by not selecting the opt in option. The Participant is able to unsubscribe to these communications at any time.

### **General**

The Participant agrees to abide by all applicable rules and regulations imposed by the Organiser or any relevant sporting governing body that oversees the running of this Event and 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.

The Participant accepts that the Organiser may introduce cut off times as they think fit to limit time taken to complete the Event or any section of the Event to ensure the safe and proper running of the Event and he/she may be instructed to withdraw from the race in accordance with those cut off times.

The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.

Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

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.

These conditions shall be governed and construed in accordance with the Laws of England, Scotland and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

By entering this race, I am confirming that I have read and understood the above

Last Updated: 5<sup>th</sup> August 2020