

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/venue

Organiser/BST Extreme Running means the Event Organiser

Agreement – the agreement between the Participant and BST Extreme Running means the contract between you and BST Extreme Running which include these Terms and Conditions and the Event Rules Document

Event – any event organised by BST Extreme Running either on its own or in association with third parties

Event Participation Fee – the fee payable by you to BST Extreme Running (Events) in consideration of your participation in the Event.

Event Rules Document – the document described in para 7(3) hereof, to be signed by you on the day of an Event and available for viewing on BST Extreme Running website

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

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1. General

(1) Once BST Extreme Running has accepted your entry form and Event Participation Fee, you have entered into a legally binding contract with BST Extreme Running. These terms and conditions form an integral part of your contract with BST Extreme Running.

(2) **BST Extreme Running 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 re 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 & 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 sporting event. You acknowledge and accept that participation in an event such as the Event is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include (but are not limited to) traffic accidents, collisions with participants or vehicles and/or fixed or moving objects, drowning/asphyxiation, manual handling and the negligence of other participants. 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 BST Extreme Running 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 running 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. BST Extreme Running 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. BST Extreme Running 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 you need

(1) **Suitable Equipment – Your Responsibility:** Where relevant to the specific Event, the acquisition of [mandatory] equipment, including specific safety equipment, is essential in order to be allowed to enter and take part in the Event. Such equipment **MUST** be obtained by the Participant before entering the Event and it is the sole responsibility of the Participant to ensure that he can demonstrate to BST Extreme Running at the start of the Event that he has the relevant equipment on him. In case of questions, you must contact BST Extreme Running prior to entering in the Event.

NOTE: You waive your right to participate in the Event and you will not be entitled to take part in the Event if you fail to bring to the Event any equipment BST Extreme Running has advertised pre-Event as mandatory. If you fail to carry the appropriate mandatory equipment while participating at any point in the Event, BST Extreme Running shall be discharged of any liability in respect of your participation.

(2) **Equipment Loss, Theft or Damage:** BST Extreme Running 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 grounds and/or at any point of the Event course.

4. Medical/Fitness

(1) **Your Fitness Level:** You accept that participation in the Event involves strenuous physical exertion as you 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. 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 BST Extreme Running 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:** As part of completing your copy of the Event Rules Document on the day of the Event, you will also be required to complete and sign a Medical Disclaimer and present this to BST Extreme Running when collecting your race pack. You will not be able to participate in the Event unless the Event Rules Document is completed, signed and presented to BST Extreme Running prior to the start of the Event. If there are any specific medical details which you believe may be important, BST Extreme Running highly recommends that you write these down and carry on your person at all times during the Event.

5. Film and Photograph 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 & voice to be used free of charge by BST Extreme Running or any of its third party commercial partners in perpetuity and across all territories as long as there is no undue prominence.

(5) Where third party commercial filming or photography takes place at the Event, it requires the express written consent of the Organiser. Where such consent is granted, all commercial film and/or photography shall be made available for use by the Organiser free of charge. The Organiser in its sole discretion shall decide if to use or not to use such imagery. Right of usage shall be held by the Organiser in perpetuity over this imagery, unless by express written exception between the Organiser and the authority commissioning the film or photography.

(6) **Participant's Personal Photos & 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/BST Extreme Running. 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 and Northern Ireland, 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 & Conditions of Participation:** You understand and accept that failure to comply with any of the terms and conditions set out herein may, at BST Extreme Running sole discretion, 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 & Don'ts

- ***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***

- ***Be responsible for wearing your Race Number in the correct manner (whether as a competitor or a team member)***
- ***Stop and assist any competitors in need of medical attention and alert a race Marshall ASAP***
- ***Ensure any injured competitor in proximity to you is adequately provided for, before continuing. Co-operate with Event Officials at all times***
- ***Do NOT interfere with the timing equipment, boxes or their positioning***
- ***Do NOT stray off the course or enter out-of-bounds areas***
- ***Do not accept outside assistance during the Event***
- ***Do not use any form of UNPERMITTED transport during the Event***
- ***Do NOT carry out pre-Event reconnaissance. This is not deemed to be in the spirit of the Event***

The BST Event Director's/Chairman's decision is final in all cases.

(4) **General Safety:** You are expected to be able to look after yourself and your team-mates. 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. The Race Director's contact number will in some circumstances be provided to you as an emergency contact number. In the event of a true emergency, the first port of should be 999/112. Alternatively, follow the emergency protocol specifically issued for the Event. There will be Event safety marshals 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) **Clothing:** The participant should dress appropriately for the type of Event and for the conditions. Where published by BST Extreme Running and appropriate to the Event, the Participant shall carry at all times any mandatory equipment specified by BST Extreme Running. 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. BST Extreme Running 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) **Event Obstacles and naturally occurring course challenges:** You are expected to tackle any Event obstacles or naturally occurring on-course challenges that may be present sensibly, and with the knowledge that you can make decisions independent from any verbal instruction from marshals that may be present.

Guidelines for safe practice are:

- **Consider bypassing an obstacle or challenge if (a) you lack confidence, (b) have appreciable fear or (c) are in any form injured**
- **Ensure that the approach to the obstacle or challenge and the obstacle or challenge itself are clear from obstruction**
- **If there is a marshal giving instructions, pay close attention and follow their instructions**

- **If choosing to help participants, do so carefully, with their consent and without pushing inappropriately hard or by making inappropriate physical contact.**
- **Do not attempt any stunts or 'showboating'**
- **Pay attention to your surroundings, keeping head, arms and hands clear of any protrusions**
- **Check your landing site before jumping or lowering yourself from any obstacle or challenge**
- **Land with both feet. Bend your knees to absorb any shock**
- **Move away from the obstacle promptly**
- **Complete the obstacle ONCE only**
- **Do not rush**
- **Do not barge or jostle with other participants**
- **Do not swallow any water or mud if you submerge for any reason**

If you approach an obstacle and you are unsure how it should be tackled in the safest manner you should consult a marshal who may be able to offer some instructions. Alternatively consult any signs that may be present. In the absence of a marshal or specific signage (both or either of which may or may not be present) bypass the obstacle. **Only attempt to tackle an obstacle if you are entirely sure of the method of engagement and you are confident that you have the ability to do so safely.**

(7) **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 obstacles, structures and 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.

(8) **Litter:** You categorically agree not to drop any litter on any part of the course or in the event site/venue.

(9) **BST Extreme Running Event Equipment:** Where BST Extreme Running provides you with equipment, you are expected to treat such equipment with care and respect.

Timing Equipment: Where "dibbers" and/ or other timing or tracking equipment are issued to you for wearing during the Event, you must return the same to BST Extreme Running immediately post-Event. The timing equipment remains BST Extreme Running's property at all times. If you fail to return any such items promptly or at all or return it damaged, you hereby agree to reimburse BST Extreme Running for the replacement value of £30 per item of timing equipment and £150 per item of tracking equipment.

(10) **Event Numbers:** You agree that if issued with a race number bib/label by BST Extreme Running you must display this and 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. You are not allowed to affix any other branding materials in any shape or form to your race number or shirt, however temporary. Failure to comply with these requirements will result in instant disqualification from the Event. ** Race numbers are used for timing where timing equipment is not issued**

(11) **Third Party Flyering & Charity Collections:** BST Extreme Running fund raise for one chosen specified charity at allocated races. BST Extreme Running's strict policy is **not to allow** additional Charities, groups or other organisations to provide any information or collection bins/buckets or place flyers on vehicles other than that of the chosen charity or the event sponsors. BST Extreme Running has no association with or, endorse any organisations which may distribute such illegal flyers or collections.

(12) **Parking:** The Organiser's parking plans are crucial in allowing all competitors to have a smooth and safe entrance and exit to the event site/venues while causing the minimum of disruption to local traffic. Participants agree to follow the instructions of the Event parking staff both in terms of parking fee payments and parking space allocation. The Participant accepts that leaving a vehicle in an unauthorised position may lead to clamping or removal of the vehicle with all related costs to be paid by the Participant.

IMPORTANT – PLEASE READ THE FOLLOWING SECTIONS CAREFULLY

7. General Participation Rules

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

(2) **EVENT RULES DOCUMENT** As to ensure that you have fully understood the rules of an Event, **you will be asked to sign a short “Event Rules Document” on the day of the Event.** You hereby agree to do so. You will not be able to participate in the Event if you fail to sign the Event Rules Document. The Event Rules Document will ask you to re-confirm that you have read and understood these terms and conditions and the Event Rules contained therein. You must also produce a confirmation of entry at registration. This also is a mandatory safety requirement. A copy of the terms and conditions will be on display at the Event venue on the day. A copy of the Event Rules Document can be found on BST Extreme Running's website.

You understand that these on the Event day steps are a mandatory part of the registration procedure and that unilaterally cancel your Event participation and your contract with BST Extreme Running if you fail to do so.

8. CANCELLATION RULES – IMPORTANT

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 BST Extreme Running 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 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, you are deemed to have unilaterally cancelled your Event participation. You will be unable to obtain your race pack if you either (1) fail to read, complete, accept and sign any part of the Event Acceptance Form or fail to produce your confirmation of entry at registration on the day of the Event or (2) if you fail to bring to the

Event the mandatory Event equipment (as advised by BST Extreme Running in good time prior to date of the Event) or (3) if BST Extreme Running (for your own safety) on the day of the Event deems at its absolute discretion that your physical fitness level is insufficient to allow you to take part in the Event. You accept that in terms of items (2) and (3) above, the race director's decision on whether you are allowed to participate in the Event shall be final.

In order for the Event to be successful for both BST Extreme Running and the participants, BST Extreme Running requires mass participation and cooperation from all participants. By acting as set out in this section, you accept that you will have potentially put the success of the Event at risk, that you will have prevented another individual from participating in the Event and that you will have caused BST Extreme Running direct and indirect financial loss. Accordingly, in such circumstances, you accept that you are not entitled to a refund of your Event Participation Fee and you hereby agree to accept to pay a penalty for breach of contract, being a sum equivalent to your Event Participation Fee. BST Extreme Running will retain your Event Participation fee in full and final settlement of such penalty charge.

CANCELLATION BY BST Extreme Running

(1) BST Extreme Running may cancel its contract with you if circumstances beyond its control force BST Extreme Running to cancel the Event as a result of (without limitation) predicted severe weather conditions, flooding, landslides, political unrest, terrorism or war.

(2) BST Extreme Running may cancel its contract with you in circumstances where insufficient participation numbers make the Event economically unviable. The Participant is not entitled to claim any cost, expenses or loss (including in particular economic and/or consequential loss) under such circumstances provided BST Extreme Running has given reasonable notice of the Event cancellation.

(3) If the Event is cancelled by BST Extreme Running 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) BST Extreme Running 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, cannot take account of any individual circumstances.

(3) **IMPORTANT – BST Extreme Running will under no circumstances whatsoever reimburse 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), BST Extreme Running 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 90 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 90 days notice is a reasonable period.

(7) **Event Date Change:** Provided a minimum 90 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 web or Facebook site shall be sufficient notice and the Participant is advised to check the same in regular intervals. The Participant accepts that 90 days notice is a reasonable period.

(8) **BST Extreme Running will change participant details:** , if such a request is emailed at least ten clear business (Mon-Fri, Bank Holidays excluded) days before the event date to events@bstextreme.com. Upon receipt of the email we will contact you to arrange the update.

(9) BST Extreme Running 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 www.bstextreme.com. The Participant is advised to visit the Event website regularly.

(10) The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer. Please contact BST Extreme Running for any questions on the BST Extreme Running refund policy.