

# SCALBY FAIR FUN RUN DISCLAIMER

## TERMS & CONDITIONS

### PARTICIPATION

- The Participant and their responsible adult recognise that running can be physically strenuous and the participant is aware of the nature of the event and associated medical and physical risks involved.
- The Participant and their responsible adult agree that they are physically capable of competing in the McCains Yorkshire Coast Fun Run and agrees to be solely responsible for their actions and that the Event Organiser and other agencies involved with the delivery of the event are not responsible for any injury, illness or expenses that the Participant may suffer as a result of their participation in the Event (unless caused due to the negligence of the Event Organiser).
- The Participant and their responsible adult agree to not attend if they have any symptoms associated with covid-19, are self-isolating or reside in an area under local or national lockdown arrangements.
- The Participant and their responsible adult agree to adhere to all social distancing guidelines relevant at the time of the event and to not risk compromising any other participant. Failure to abide by these guidelines can lead to disqualification or removal if the participant persists with actions after a reminder. No refund will be granted in this instance.
- The Participant and their responsible adult agree to abide by all applicable rules and regulations of the Event, including the Highway Code, and the relevant sporting governing bodies that oversee the running of the Event including the relevant UK Athletics regulations and rules.
- Cycles, skateboards, roller skates or similar are not permitted in any part of this event. This also includes wheelchairs which are being pushed around the course. This exclusion does not apply to self-propelled wheelchairs (contact race organisers regarding suitability of the course).
- Animals and pets are not permitted in any part of this event.
- No artificial aids which enhance performance will be permitted. The organiser reserves the right to classify such aids.
- The wearing of headphones, or similar devices is not recommended.
- Where competitors do wear headphones or similar, they must be capable of hearing any instructions given by Event marshals and officials.
- Participants should follow any instructions given by Event marshals and officials.
- The Participant is aware of the 30-minute time limit (based on the time when the last starter crosses the line)
- The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other Participants or for any other reasonable reason. No refund of the Fee shall be made if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause their removal.
- Any competitor proved not to have run the correct run route will be disqualified.
- The organiser reserves the right to withdraw any competitor from the event if the organiser feels that competitor's health or other competitors are at risk from further participation. This includes the suspected consumption or use of alcohol or drugs and under any guidance related to covid-19.
- The Participant and their responsible adult acknowledge that personal accident and personal items insurance is his or her sole responsibility.
- All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event.
- The Participant and their responsible adult acknowledge and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability, including refunds of entry fee, and without any rights to withdrawal being accrued by the Participant. The Event Organiser reserves the right to cancel the event or move to a virtual event in the case of exceptional circumstances which would render the event excessively dangerous or impractical. The Event Organiser also retains the right to change any part of the course prior to the Event taking place, including distance, providing these changes are communicated to the Participant in advance and continue to adhere to UKA standards.
- The Fun Run is not timed.

### WITHDRAWAL, CANCELLATIONS OR ALTERATIONS

- The Participant is not entitled to a refund should they decide to cancel their participation.
- There will be no deferral of entries.
- Should the event be cancelled due to unforeseen circumstances any entry monies will be donated to charities.
- Any competitor found to be using the name/entry of another person without having undergone the transfer process will be disqualified. The organiser reserves the right to exclude such individuals from future editions of the race.

### EVENT ORGANISER RESPONSIBILITIES/LIABILITY

- The Event Organiser shall not be liable to the Participant for any loss of business, revenue or profits resulting from participation or loss or damage to personal equipment belonging to the Participant, unless due to the Organiser's negligence.
- The Event Organiser will not be liable for any actions of any spectators or other third parties not involved with the Event.
- The Event Organiser and agents used in the organisation of the Event shall not be liable to the Participant or successors as a result of any kind of physical, mental or other loss, pain or damage of whatsoever nature suffered by the Participant as a result of their direct involvement with the Event. The Participant also agrees to indemnify the Event Organiser and the Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant's declarations above and/or the Participant's negligent acts or omissions and/or wilful misconduct.
- It is recognised that nothing in these Conditions above shall exclude or limit the liability of the Event Organiser:
  - or death or personal injury caused by the Event Organiser's negligence;
  - for fraud or fraudulent misrepresentation; or
  - for any matter which it would be illegal for the Event Organiser to exclude or attempt to exclude liability.

### PUBLICITY

- The Participant and their responsible adult consents to:
- The use and reproduction of the Participant's name, photographs, images and videos in all media for the purpose of advertising and publicity for future promotion of the event. Such items shall remain the property of the Event Organiser.

### DATA USE

- Participant data will be used by the Event Organiser and their agents for the purpose of providing the event. This includes emails, telephone calls, texts and other methods of communication concerning the Event, any merchandise or prize winnings.
- All data will be held in compliance with GDPR.