

UKOCR Ltd Assumption of Risk, Limitation of Liability and Participation Terms and Conditions

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL EFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Assumption of inherent risk The event is meant to be a test of toughness, strength, stamina and camaraderie which takes place in one place in one day. The event is a potentially hazardous sporting event

The object is to complete the course. The venue is part of the challenge and the event will usually be held in hostile environments that might include extreme heat or cold, snow, mud, extreme changes in elevation and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, lifting or carrying heavy objects and traversing muddy objects.

UKOCR Ltd will use reasonable care and skill to provide a venue that is fit and suitable for the event bearing in mind the above.

I acknowledge that the event is an extreme test to my physical and mental limits that carries with it inherent risks of physical injury.

Inherent risks are risks that cannot be eliminated completely without changing the challenging nature of the event regardless of the care, measures and precautions taken by UKOCR Events Ltd.

I also understand it is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I understand that these hazards may be magnified due to the fact that the event is often conducted under what may be extreme conditions and circumstances

I understand and acknowledge that the inherent risks include but are not limited to:-

My contact or collision with other persons or objects My encounter with event obstacles Extremely challenging course conditions Weather related hazards Judgement and/or behaviour related problems by me during the event Erratic or inappropriate co-participant behaviour

Natural hazards

I understand and acknowledge that any of these inherent risks and others not specifically named may cause injury or injuries that may be categorised as minor serious or catastrophic.

I understand fully the inherent risks involved in the event and assert that I am willingly and voluntarily participating in the event. I have read the proceeding paragraphs and acknowledge that:-

I understand the nature of the event. I understand the demands of the activities at the event relative to my physical condition. I am aged over 18 years (Or I am running with a responsible adult over the age of 18). I appreciate the potential impact of the types of injuries that may result from my participation in the event I hereby confirm that I knowingly assume all of the inherent risks of the event. I understand that UKOCR Ltd recommend that I check that I have health insurance which covers any injuries I may suffer as a result of participating in the event

I hereby forever waive, release, covenant not to claim and discharge UKOCR Ltd and the venue and their respective directors, officers, employees, agents, contractors, insurers and equipment suppliers, all events sponsors, organisers, promoters, directors, official and representatives of any of the foregoing from any and/all claims as I may have arising out of my participation in the event.

Resulting from the inherent risks for example for personal injury including death from incidents or illnesses arising from the event participation which may include injury caused during practice runs, the event and while at the venue location including but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities and/or Resulting from damage to, loss of or theft of my property during an event

I accept that nothing in this agreement shall limit or exclude UKOCR Ltd or any of the parties referred to in the previous paragraph for liability for death or personal injury resulting from negligence.

Indemnity – I hereby agree to reimburse UKOCR Events Ltd and those persons named in the previous paragraph in respect of and and/or claims arising from loss or injury due to my participation in the event of whatever nature

My suitability for the event

I confirm that I am in good health and in proper physical condition to safely participate in the event. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the event or that would result in my participation creating a risk of danger to myself or to others

I acknowledge that UKOCR Ltd recommends and encourages that I obtain medical clearance from my GP prior to participation

I confirm that I have not been advised or cautioned against participating in the event by any medical practitioner

I understand it is my responsibility to continuously monitor my own physical and mental condition during the event and I agree to withdraw immediately and to notify appropriate UKOCR Ltd and/or venue personnel if at any point my continued participation would create a risk of danger to myself or to others

In the event of an injury to me that renders me unconscious or incapable of making a medical decision I authorise appropriate UKOCR Ltd personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf including but not limited to CPR and the use of automated external defibrillator.

I authorise UKOCR Ltd to secure emergency medical care or transportation for me when deemed necessary by it

I acknowledge that UKOCR Events Management Ltd has instituted its rules for the protection of everyone attending the event including its participants.

I acknowledge that I must sign the entry participation agreement in order to participate in the event and I agree to familiarise myself with all the rules contained within this agreement and follow them throughout the event

I agree that UKOCR Ltd may stop or prevent my participation in the event, and if necessary, have me removed from the venue if my participation conduct or presence endangers myself or any other person present at the event

I agree to all the written terms rules and regulations at the site of the event venue and the website

I confirm that I will follow without question, directions, instructions and decisions of UKOCR Ltd and the venue personnel on the date of the event

Emergency delay or cancellation – I acknowledge that UKOCR Ltd at its sole discretion may delay, modify, or cancel the event if conditions or natural or man-made emergency make administering or holding the event unreasonably difficult or unsafe

Refunds – a) I acknowledge that the event fee and associated costs including camping / spectator tickets are non-refundable including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict unless

UKOCR Ltd materially delays or alters the event UKOCR Ltd makes a significant change to the venue or UKOCR Ltd changes the date of the event so that I am no longer able to attend

b) In circumstances as outlined above UKOCR Ltd may offer me the right to attend a different event in the UK at no additional charge and if I agree to this I shall not be entitled to any refund. Alternatively UKOCR Ltd may issue me with the refund of my event fee at its sole discretion acting reasonably.

c) If I am unable to attend an event because I have been called to act in military duty and I can provide official documentation regarding my deployment which conflicts with my participation in the event UKOCR Ltd may but is not obliged to issue me with the refund of my event fee.

Removal from the event or venue - I acknowledge that UKOCR Ltd personnel and/or venue personnel may prohibit or stop anyone from taking part in the event and/or immediately remove anyone from the venue if they believe such person has disobeyed any rules regulations directions instructions decisions or laws or whose behaviour endangers safety of negatively affects that person, any other person, facility, or property of any type or kind.

Attitude, behaviour and clothing – On the day of the event I agree to:-

Behave appropriately at all times Act respectfully towards all people equipment property and facilities. Participate in the event with a co-operative and positive attitude I shall attend the Safety Briefing and take part in the event in accordance with the specific safety instructions of the event. I agree to wear any safety equipment provided/recommended by UKOCR Ltd I understand that the event takes place without direct safety supervision after the Safety Briefing. Comply with all reasonable instructions of staff and marshalls concerning the event To wear sensible and appropriate clothing having regard to the event and the weather conditions from time to time. UKOCR Ltd has the right to prevent me from participating in the event due to inappropriate clothing. In that circumstance there will be no refund of the event fee paid by me. I shall not urinate or defecate outside of designated areas at the venue. I shall not bring any animals to the venue without authority from UKOCR Ltd. I shall not use any wheeled equipment during my participation in the event I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel I shall abide by all instructions and directions of UKOCR Ltd and venue personnel. I confirm that it is my responsibility to ensure that I arrive at the event in time to attend the safety briefing prior to the start of the event. At all times show respect for the environment, landowners, local communities and other recreational users. Stay on the course and not enter out of bounds areas. Not to receive any outside assistance during the event. Ensure any injured competitor is cared for and if necessary stop to assist and alert course stewards or marshalls

I agree that UKOCR Ltd shall have no liability should I fail to arrive in time and will not be obliged to offer any refund in such circumstances. I agree that I must display at all times during the event the event number supplied by UKOCR Ltd and to keep it clearly visible at all times during the event. I agree that the event number must not be altered or defaced in any way before or during the event. I understand that failure to comply with these requirements will result in instant disqualification from the event. I agree that I am not allowed to affix any other branding materials in any shape or form to my race number or shirt however temporarily. If I believe or become aware that any aspect of the event course facilities or UKOCR Ltd equipment are unsafe or pose unreasonable risks I agree to immediately notify appropriate UKOCR Ltd and/or venue personnel. I accept full and sole responsibility for the condition and adequacy of my own equipment that I bring to the venue Consider bypassing an obstacle and move speedily to the next. Move away from an obstacle promptly. Not to barge, jostle with other participants and not to rush. Not to drink any water which may be part of an obstacle. Complete any obstacle once only. Follow the direction of the course without deviation

Alcohol and Drugs – I agree that:

I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the event I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the event

Data Protection and Marketing – I agree that:

- a) In the case of an emergency UKOCR Ltd and/or the venue personnel may use the emergency contact details I provided when I registered for the event
- b) Should I receive medical assistance at an event data collected on an accident form will be held on UKOCR Ltd database and shall be handled in accordance with the terms of the Data Protection Act 1998
- c) UKOCR Ltd may share any data I provide to it including personal data collected from me by registering online, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with the event
- d) I agree that UKOCR Ltd may use my personal information to contact me and that UKOCR Ltd may provide my personal information to certain third parties for marketing or promotional purposes
- e) I have the right to ask UKOCR Ltd not to process my personal data for marketing purposes
- f) I understand that I can opt out of receiving future email messages and newsletters from UKOCR and that I can request that my information is removed from its website or corrected
- g) I understand that to make such a request I have to send an email message to admin@ukocr.com

Photography – I understand that any and all photographs motion pictures recordings and/or likenesses of me captured during the event become the property of UKOCR Ltd. I understand that such photographs motion pictures recordings and/or likenesses of me may be edited disseminated adapted modified copied used exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose including but not limited to promoting advertising and marketing UKOCR Ltd without prior notice or compensation. I also grant UKOCR Ltd the permission to use my name in connection with its legitimate commercial and non-commercial purposes included but not limited to promoting advertising and marketing UKOCR Ltd without prior notice or compensation.

Group Bookings – The lead party agrees that by completing the online registration form that

- a) They have read these terms and conditions and have the authority to be bound by them on his or her own behalf and on behalf of the individuals named in the group booking
- b) They consent to the use by UKOCR Events of the information they provide in accordance with this agreement
- c) They and the members of the group are aged over 18 years
- d) By completing the online form the lead party warrants that they have the authority to accept and be bound by the terms and conditions on their own behalf and on behalf of the group. The lead party shall indemnify and keep UKOCR Ltd indemnified against all and any liability losses claims which UKOCR Ltd may suffer or incur as a result of a breach of this warranty
- e) UKOCR Ltd must receive payment of the whole of the fees for the group before the order can be accepted
- f) Once payment has been received by UKOCR Ltd, UKOCR Ltd will confirm that your booking has been accepted by sending an email to you at the email address you provide. The email will set out the details of the event that you have registered for and you must check this for accuracy. You accept it is your responsibility to advise UKOCR Events Ltd or any inaccuracies in the order confirmation
- g) You agree that once payment has been received from the lead party a legally binding contract is formed with each member of the group

Cancellation – You may cancel your contract with UKOCR Ltd by email to admin@ukocr.com if you exercise your right to cancel UKOCR Ltd regrets that it will not be able to defer your event or offer you a refund. You can however assign your place to someone else provided always that they complete a substitute form and agree to the terms and conditions prior to attending the safety briefing a minimum of two weeks before the event.

Jurisdiction – I understand that if legal action is brought in connection with this agreement or its subject matter the Courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

Severability – I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of England and Wales and that if any Court of competent authority finds that any provision of this agreement or part of any provision is invalid, unlawful, void, or for any reason unenforceable, then that provision or part provision shall, to the extent required, be deemed to be deleted from this agreement and the validity and enforceability of any remaining provisions of this agreement shall not be affected.

Entire Agreement – This agreement supersedes any and/or previous or written promises or agreements. I understand that this is the entire agreement between me and UKOCR Ltd relating to its subject matter and cannot be modified or changed in any way by representations or statements by any agent or employee or UKOCR Ltd. I agree that this agreement may only be amended by a written document duly executed by UKOCR Ltd on giving me at least 30 days written notice prior to the date of the event. If I do not agree to the amended terms of this agreement I must let UKOCR Ltd know in writing at least 7 days before the day of the event and I acknowledge that I shall not be permitted to take part in the event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my refusal if I do not send UKOCR Ltd a refusal I shall be deemed to have accepted the amended terms of this agreement. For the purpose of this provision a reference to writing includes emails.

Acknowledgement and Understanding – I have read this agreement and fully understand its terms. I understand that I am limiting my rights including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily.

Please complete

Participants Name.....

DOB

Home Address

.....

.....

Telephone number.....

Emergency contact name.....

Emergency contact Number.....

Signature.....

(If signing on behalf of someone under the age of 18—please print your name.....)

Any medical conditions we need to know about

.....

.....

.....

.....

.....

Declaration:

My Signature above is confirmation that I have read and understand this **Assumption of Risk, Limitation of Liability and Participation Terms and Conditions** and that I understand that participating in the event is physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death I assert that I am in good health and in proper physical conditions to safely participate in the event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the event or that would result in my participation creating risk of danger to myself or to others. I confirm that I have entered this event in my own name and will bring photographic ID to the event registration to prove my identity. I understand that if I can't prove my identity at this time I will not be able to complete event registration and so I will be unable to take part in the event. I also understand that in such cases no refund will be given or transfer to another event offered

* anyone Participating under the age of 18 must have a signed waiver on race day signed by an appropriate adult / parent who is responsible for the under 18 actions and explained to the under 18 this waiver

Office use

Wave Time

.....

Race Number

.....