



Friends of Kirkbymoorside CP School (Registered Charity No: 1050071)

Kirkbymoorside 10K

Race Entry Terms & Conditions

Version: 1.0

Revision Date: 25th April 2018

1. Definitions
Event: a 10K organised by the Organiser;
10K: any Event consisting of a race of approximately 10,000 metres.
Organiser: Friends of Kirkbymoorside CP School (Registered Charity No: 1050071) in respect of all Events;
Participant: the person competing in the Event; and
Website: www.kirkbymoorside10k.com
2. Entry fees
The entry fee for an Event is as detailed on the online entry system on the Website and will be the fee applicable at the date of submission of the entry application. The entry fee is non-refundable except in accordance with these terms and conditions.
3. Closing date
The closing date for entries to an Event will be the earlier of:
(i) midnight on the Monday preceding the date of the Event or;
(ii) the date on which all places in the Event have been filled, such date shall be confirmed on the Website.
4. Entry policy
 - 4.1. Age restriction
Under UK Athletics (UKA) Rules and Regulations, a minimum age restriction applies of 15 (fifteen) years of age applies in respect of a 10K;
 - 4.2. Under 18 (eighteen)
All Participants under the age of 18 (eighteen) years must obtain parental consent in order to register and participate in the Event.
 - 4.3. By entering the event the Participant declares that he/she is an amateur as defined by UK Athletics Laws and will abide by the laws and rules of UK Athletics.
5. Participants enter the Event entirely at their own risk:
The Organiser shall not be liable for any injury or loss 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.

6. Medical conditions:
 - 6.1. 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 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.
 - 6.2. 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.
 - 6.3. 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.
7. Race numbers
 - 7.1. All Participants must clearly display the race number allocated to them on the front of their vest/t-shirt throughout the Event.
 - 7.2. Race entries are not interchangeable and entries cannot be assigned, transferred, sold or gifted to any third party.
 - 7.3. 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.
8. Transfer of entry
 - 8.1. Transfer of entry is only permitted at the discretion of the Organisers.
 - 8.2. If the Participant cannot take part in an event and wishes to transfer their entry to another individual they must write to the Organiser via the online enquiry form on the Website no less than 14 days prior to the event date.
9. Deferral
Under no circumstances are deferrals to future events permitted.
10. Withdrawal from the Event:
 - 10.1. If the Participant is unable to take part in the Event, the Organiser will issue a refund of a percentage of the entry fee determined in accordance with receipt of the Participant's withdrawal notification.
 - 10.2. Refunds will be issued in accordance with the following terms:
 - (i) notification received in excess of 8 (eight) weeks before the Event = refund of 50% (fifty per cent) of the entry fee;
 - (ii) notification received 4 (four) weeks to 8 (eight) weeks (inclusive) before the Event = refund of 20% (twenty percent) of the entry fee; and
 - (iii) notification received less than 4 (four) weeks before the Event = no refund.
 - 10.3. To receive any refund, the Participant must notify the Organiser in writing via the online enquiry form on the Website. 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 registration reference number in all correspondence.
11. No animals
Participants are not permitted to bring pets or other animals onto the Event course. Participants requiring assistance are referred to condition 12.
12. Aided participants
For those participants who are aided around the course 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. The Participant, or representative, must contact the Organiser via the online enquiry form on the Website stating the names and registration reference numbers of both the Participant and the Guide. A full refund will then be issued to the guide runner.
13. Wheelchair entrants
Due to the nature of the course we are unable to accept wheelchair entries.
 14. Health and safety
 - 14.1. Bikes, scooters, roller skates, pushchairs or any kind of mechanical aid are strictly prohibited from the Event course on the day of the Event.
 - 14.2. The Participant must ensure that they have the correct equipment, footwear and clothing for the Event as they require.
 - 14.3. 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.
 - 14.4. 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.
 15. General Data Protection Regulation
 - 15.1. 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 received.
 - 15.2. 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 produce his/her race results, the Participant authorises the Organiser to release personal details (including his/her full name) to the race timing partner and/or timing results company. The Participant also authorises the Organiser to disclose his/her information for medical purposes on the day of the Event. All Kirkbymoorside 10K third party providers adhere to GDPR and will not use third party data for marketing purposes unless consent has been received.
 - 15.3. All Participants of the event accept that part of their entry to the event is the receipt of a single pre-race email containing important information about the event. This email is neither a newsletter or marketing tool and therefore is not controlled by the opt-in tick box on the race entry online form.
 16. Race packs
Race packs (race number, timing chip, luggage label) must be collected from the registration office on the day of the event no later than 30 minute prior to the published race start time.
 17. Use of image
By agreeing to our Terms and Conditions, the Participant consents to the Event being filmed, recorded or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of his/her name, likeness, appearance and photograph. All such commercial rights in relation to the same belong entirely to the

- Organiser and the Participant has no proprietary rights in relation to any film, photograph or other such recorded media. If the Participant does not wish for their image be used in this manner, they should contact the Organiser via the online enquiry form on the Website.
18. **Baggage storage**

All personal items and items of clothing may be deposited prior to the race at the designated bag store. However, the Organiser and officials do not accept any responsibility or liability whatsoever for the safekeeping or the storage of those items which are stored and deposited entirely at the risk of the Participant.
 19. **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 requesting 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.
 20. **Collections**

Those wishing to make a charity collection on the day of the Event must obtain prior written authorisation from the Organiser which the Organiser may withhold in its absolute discretion. Please note, the Organiser may not be able to grant authorisation for every request. Requests can be submitted via the online enquiry form on the Website. Any person found collecting on Event day without the correct authorisation will be removed from the course.
 21. **Race cancellation – Organiser’s discretion**
 - 21.1. The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.
 - 21.2. If the Event is cancelled in accordance with condition 21.1, the Organiser shall not be liable for any losses incurred by a Participant as a result of cancellation of the Event, except that the Participant may request a refund of the entry fee within 30 (thirty) days from receipt of notification by email to the Participants. Any entry fee paid and not requested as a refund within this period will be donated to the Friends of Kirkbymoorside CP School (charity number 1050071). ‘Gift Aid’ will be claimed in respect of any donations to the charity where appropriate.
 22. **Race cancellation – Force Majeure**
 - 22.1. For the purposes of these terms and conditions, a “Force Majeure Event” means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm or default of the Organiser or subcontractors.
 - 22.2. If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, the Organiser shall be entitled to cancel, postpone or change the Event.
 - 22.3. If the Event is cancelled or postponed in accordance with condition 22.2, the Organiser will make reasonable endeavours to rearrange the Event.
 - 22.4. If the Event is cancelled, postponed or amended in accordance with condition 22.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to Participants for any losses

incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

23. Event date and time

23.1. The Organiser reserves the right to alter the start time and/or date of the Event.

23.2. Should a change of date be made and the Participant is unable to attend on the revised date, he/she may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.

23.3. Should a change in the start time be made Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made following a change in start time provided that the date of the Event does not change.

24. Change of address

The Participant should notify the Organiser of any change of address or contact details. The Participant can contact the Organiser by email via the online enquiry form on the Website.

25. Race mementos

Participants who complete the Event will receive 1 (one) event t-shirt and 1 commemorative mug. Mementos are strictly limited to 1 (one) of each per Participant.

26. 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.

27. Race photograph

The Organiser may, acting in its sole discretion, procure the use of official race photographers to capture a photograph of every Participant, however, the Organiser is unable to offer any guarantee in this regard. Any photographs may be obtained online following the Event.

28. 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 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.

29. Rules

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.

30. Limitation of liability

30.1. Subject to condition 30.2, the Organiser's total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant to the Organiser.

- 30.2. Nothing in these terms shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
 - 30.3. The Participant agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Participant.
 - 30.4. The Organiser will not be liable for any pledges made by the Participant or on his or her behalf to any charity.
 - 30.5. Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of the Event is the sole responsibility of the Participant.
31. Force Majeure
- If for any reason beyond the reasonable control of the Organiser, the Organiser is unable to comply with any of its obligations under the conditions including organising the Event, the Organiser shall not be liable to the Participant for any loss, damages or expenses incurred by the Participant.
32. General
- 32.1. The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.
 - 32.2. 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.
 - 32.3. No waiver by either party of a breach or default or any amendment to these terms and conditions shall be effective unless in writing and signed by all parties.
 - 32.4. These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.
33. Disclaimer
- 33.1. The Participant accepts all conditions of entry set out herein or notified to him/her prior to the race or displayed at the race or any instruction given to him/her by the Organisers or officials of the race and the Participant acknowledges that the Organisers and officials of the race shall (subject to condition 29 above) have no liability for any loss or damage he/she may suffer including consequential or indirect loss as a consequence of his/her participation in the Event (including but not limited to travelling to and from the Event and during the Event).
 - 33.2. The Organiser accepts no liability for the state or condition of the surface upon which the Event is held, except as provided in condition 29.2, and the Participant should ensure that he/she is satisfied with the state and condition of the surface of the route before commencing the Event.