

Wild Boar Challenge

Terms and Conditions

1. Entry and Fees

All persons taking part in the event ("Participant") must complete and submit an entry form ("Entry Form")

Rothwell District Lions CIO ("Rothwell Lions") is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer or internet transmissions or other errors or malfunctions of any kind which may prevent receipt by Rothwell Lions of an Entry Form.

Entry to the Event is subject to the payment of the notified fee (and any applicable VAT) payable to Rothwell Lions prior to participation in the Event ("Registration Fee"). On payment of the Registration Fee Participants may be given the opportunity to add an optional donation to Rothwell Lions

2. Age of Participants

For safety reasons age restrictions will be adopted for this event, Participants who are under 16 ("Young Person") will be required:

- a. to get the prior consent of their parent or guardian to participate in the Event; and
- b. to have an accompanying adult who is over the age of 18 on the date of the Event ("Accompanying Adult").

3. Accompanying Adult

- a. An Accompanying Adult must be registered to participate in the Event as must any Young Person they are accompanying.
- b. Accompanying Adults shall take full responsibility for the Young Person(s) that they are accompanying and must stay with their Young Person(s) at all times during the Event.
- c. Unless otherwise agreed in advance by Rothwell Lions at its sole discretion, an Accompanying Adult may accompany no more than two Young People.

4. Health and Fitness

- a. All Participants take part in the Event at their own risk.
- d. All Participants agree that, as far as they are aware, they are sufficiently fit and 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. It is each Participant's own responsibility to assess their fitness and to ensure that they participate only if sufficiently fit. Should any medical or physical condition arise prior to the Event which is likely to affect a Participant's ability to compete in the Event, the Participant should withdraw from the Event.
- e. Rothwell Lions may prevent any Participant from taking part in the Event (either at the start of or during the Event) if Rothwell Lions or any medical representative considers that a Participant should not participate in the Event for health and/or medical reasons.

5. Safety and Insurance

- a. Rothwell Lions shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. Rothwell Lions shall also arrange for the availability of an

- appropriate number of first aid and medical personnel for the Event.
- b. All Participants must ensure that any equipment or clothing used is in good condition and suitable for the Event.
- c. Whilst Rothwell Lions shall take steps to ensure that all Events take place in a safe manner, Participants acknowledge and agree that because Events often take place in public spaces Rothwell Lions cannot be held liable for any damage caused outside of its direct control.
- d. Rothwell Lions does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover:
- i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
 - ii. any loss or damage they may cause to a third party;
 - iii. sickness; or
 - iv. negligence of any party.
- e. Any accident or injury caused by a Participant's actions shall be the responsibility of that Participant.
- f. Each Participant is responsible for his/her actions whilst attending or participating in the Event. This includes at the Event start point, during the Event and at the completion point. Rothwell Lions accepts no responsibility for the actions of a Participant nor the consequences of such actions.

6. The event

- a. All Participants in Events involving cycling ("Cycle Event") must:
- i. wear a cycle helmet at all times during the Cycle Event;
 - ii. ensure that their bicycles are in a roadworthy condition;
 - iii. observe the rules of the Highway Code;
 - iv. obey the Mountain biking Code of Conduct Rules (a copy of which is available on the website)
 - v. obey the requirements of the Riders Notes (a copy of which is available on the website)
 - vi. ensure that the bicycle that they use during the Event complies in all respects with all relevant and applicable legislation including.
 - vii. not carry young children on their bike or carry children in a child seat, trailer or similar device.

7. Liability

- a. Subject to paragraph 7(b), neither Rothwell Lions nor its agents or contractors shall be liable for:
- i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Event; or
 - ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Rothwell Lions for any reason; any changes made to the Event by Rothwell Lions for safety or any other reasons; or any circumstances beyond the control of Rothwell Lions.
- b. Nothing in these Terms and Conditions shall limit or exclude Rothwell Lions' liability in respect of death or personal injury sustained as a direct result of:

- i. the negligence, breach of statutory duty or fraudulent misrepresentation of Rothwell Lions, its agents or contractors; or
 - ii. a deliberate act or omission of Rothwell Lions, its agents or contractors.
- c. Subject to the terms of paragraph 9 below, Rothwell Lions shall not be liable for any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Rothwell Lions for any reason; any changes made to the Event by Rothwell Lions for safety reasons; or any circumstances beyond the control of Rothwell Lions.
- d. Nothing in these Terms and Conditions shall affect any statutory rights to which the Participant may be entitled as a consumer.

8. Withdrawal and Refunds

- a. All Registration Fees are non-refundable (except where the event is cancelled beforehand by Rothwell Lions) and may not be deferred toward a future Event.
- b. A Participant may transfer their registration to another individual for that year's Event at the sole discretion of Rothwell Lions by contacting the Rothwell Lions events team. Any unapproved assignment, transfer or sale of a Participant's registration may result in delay and/or difficulty in the event of an emergency and such transfer, assignment or sale may result in disqualification of the Participant from the Event.

9. Cancellation

In the event that Rothwell Lions is forced to cancel the Event for any reason, Rothwell Lions will notify each Participant as soon as possible, and if a Participant wishes to claim a refund of its Registration Fee, the Participant must notify Rothwell Lions of this in writing (or e mail) within 15 days of Rothwell Lions sending notification of the Event cancellation.

10. Data Protection

- a. Each Participant agrees that information provided to Rothwell Lions in connection with Events is true and accurate in all respects and may be used by Rothwell Lions in accordance with prevailing data protection legislation.
- b. Rothwell Lions will use the information provided by Participants to manage the Event and the Participant's involvement in it.
- c. Each Participant will agree to provide emergency contact information when registering for an Event.
- d. Rothwell Lions reserve the right to pass all information provided by a Participant to any first aid organisation or medical provider attending and assisting at an Event ("Medical Provider") for safety purposes. This is to enable the Medical Provider to:
 - i. administer first aid in the event that a Participant suffers illness or injury during the Event; and
 - ii. to contact the friends or relatives of a Participant, where necessary.
- e. Each Participant authorises any Medical Provider to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event.
- f. Each Participant agrees that any Medical Provider may provide Rothwell Lions with:
 - i. the names of any Participant that they treat during the Event together with details of the circumstances surrounding that treatment; and

ii. the name of any Participant who notifies the Medical Provider that they are withdrawing from an Event due to ill health or otherwise.

11. During the event

a. All Participants must abide by all rules relating to the Event set out in the Event Information and any instructions given by Rothwell Lions or their agents before, during and after the Event. Failure to follow any such rules or instructions may result in Rothwell Lions refusing to allow the Participant to continue in the Event. Participants must retire at once from the Event if ordered to do so for any reason by Rothwell Lions, their employees or agents, any member of the Event's official staff, medical staff or any government authority.

b. No illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by Participants either before or during participation in the Event. Rothwell Lions reserve the right to refuse attendance at, or participation in, the Event by any Participant found to have consumed or to have in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.