

## **Event Terms and Conditions and Declaration**

### **I confirm and agree as follows:**

“Event” means the event named on the online registration page.

“Event Category” means the different race categories or streams within the Event.

“Entry Fee” means the price of entry into the Event as set out on the online registration page.

“Event Information” means information provided by the Event Organiser in relation to the Event.

“Participant” means the person named on the online registration page who will be participating in the Event.

“Event Organiser” means 3D Events, a limited company acting as event organisers for Durrell Wildlife Conservation Trust and Henry Cavill Management Team.

“Race Pack” means the official pack issued by the Event Organiser to the Participant containing all relevant Event materials.

- i. I am participating in the 13K race, as part of The Durrell Challenge 2019 or any event outlined in this application (collectively “the event”) entirely at my own risk and responsibility and understand the risks posed by participation which include, but are not limited to, injury, loss or damage caused by exceeding safe physical exertion threshold suitable for each participant, other runners, spectators, volunteers, vehicular traffic, weather and course conditions, equipment, litter and other items.
- ii. I understand that I am responsible for my own training for the event. I am fit and medically able to participate in the event and have obtained appropriate medical advice and clearance to participate in such a physically demanding event.
- iii. The Event Organiser may introduce cut off times as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times. Please refer to the course and race information.
- iv. I understand that Entries for 13K Race must be at least 16 years old on the day of the race (12 May).

- v. All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, I will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. I acknowledge and agree 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 rules of the Event, the timings/ finish times and the placings.
- vi. The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the 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 for any change in start time for an Event provided the Event takes place on the specified date of the Event.
- vii. I, for myself and my heirs, personal representatives, executors estate and assigns, release and discharge all persons and entities associated directly or indirectly with the event from all claims, demands, costs, expenses and costs, proceedings arising out of my participation in the event and I hereby indemnify them against all liability (including but not limited to liability for and in respect of all injury, death, loss or damage) arising out of or connected with my participation in the event. For the purpose of this declaration, persons and entities associated with the event include, but are not limited to 3D Events, event sponsors, political entities, authorities and officials, marshals, volunteers and the directors, employee agents and representatives of all or any of the aforementioned.
- viii. If I am injured or taken ill or otherwise suffer any detriment whatsoever I hereby irrevocably authorise the event officials and organisers, at my risk and cost, to transport me to a medical facility and/or to administer emergency medical treatment and I waive all claims that might result from such transport and/or treatment or delay or deficiency therein and shall pay or reimburse to you my medical and emergency expenses and I hereby authorise you to incur the same and shall provide to race officials such medical data relating to me as they may request. I agree that nothing herein shall oblige the event officials or Event Organisers or any other person to incur any expenses or to provide any transport or treatment.
- ix. I shall not hold the Event Organisers of this event responsible for loss in transit of my entry form and/or cheque sent along with the entry form.
- x. I understand that I shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.
- xi. Each runner will be issued with a ChampionChip® at race registration which MUST be worn in order to receive a time. Participants are responsible for

returning their chip after racing and any un-returned timing chips will be charged at £10.00 each.

- xii. I give permission for my personal information to be processed for the purposes of event administration.
- xiii. Unless I confirm otherwise in writing to the Event Organiser 3D Events, 1 Waterloo Street, St Helier, Jersey JE2 4WT, I give permission for my personal information to be processed for the purposes of event administration and further permit my name, quotes and photographic likeness in still photography or video to be used for marketing and promotional purposes.
- xiv. Unless I confirm otherwise in writing to the Event Organiser at the following address 3D Events, 1 Waterloo Street, St Helier, Jersey JE2 4WT, I authorise the disclosure of my e-mail address to third parties and agree to receiving information from them for marketing and promotional purposes.
- xv. The Event Organiser will use best endeavours to provide an Event finish time for the participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.
- xvi. If the rule of law prevents any of the above paragraphs or any part of them from being enforceable then they shall be construed so as to give the maximum possible protection to all persons and entities associated directly or indirectly with the event.
- xvii. Without prejudice to the generality of the foregoing the release and indemnity in paragraph iv above shall operate to release and indemnify the same persons from any claims arising out of the cancellation or early termination of the whole or any part of any event upon the grounds of safety.
- xviii. These terms and conditions of entry are to be governed by and construed in accordance with the laws of Jersey and each participant irrevocably submits to the non-exclusive jurisdiction of the Court of the Island of Jersey.
- xix. All entry fees are non-refundable and the organisers retain the right to refuse entry to anyone declaring false information on their entry form, not making the required payment, or otherwise failing to meet the stated entry requirements.
- xx. Runners are not permitted to bring or use on the course any transport (including but not limited to roller skates, bicycles or baby joggers).
- xxi. Runners are not permitted to bring or use MP3 or other similar headphone devices on the course. However, bone conductor headphones are permitted.

This is not a closed road race and is for runner's own safety, as per our UKA Race License and Insurance.

- xxii. Runners are not permitted to gain an unfair advantage where any personnel are supporting or assisting them from a non-static point, i.e. supporters may not run or cycle alongside competitors.
- xxiii. Runners must obtain written permission from an official prior to the race day, should they wish to bring any apparatus, item or equipment on the course.
- xxiv. Henry Cavill has once again kindly given up his time to support the Durrell Challenge and Really Wild Day and Durrell Wildlife Conservation Trust's fundraising objectives. He plans to have a presence on the day. However, in the unlikely event that he is unable to join us on the day (for example due to late changes to his filming commitments or other unforeseen events), Durrell Wildlife Conservation Trust may at its discretion alter the terms of the VIP entry and / or prizes. Neither Durrell Wildlife Conservation Trust nor Henry Cavill (or any of agents, employees or representatives) will have any liability whatsoever. We thank you for your understanding.