

# Terms & Conditions



This Event is organised by: Military Fitness Training, 9 Dunlin Ct, Newtonhill, Stonehaven AB39 3QW (the "Organiser")

The Event is designed to be a fun but challenging obstacle course where participants test their fitness, strength, stamina, camaraderie and resilience. You can participate in the Event as a solo racer or as part of a team. The object is to complete the course.

The Event will typically be held in challenging outdoor and/or wilderness and/or hostile environments that might include, uneven terrain, mud, water, sand, extreme heat or cold, adverse weather conditions such as snow, ice, fog, humidity and rain; involve extreme changes in elevation; and involve an inherent risk of wildlife contact with wildlife, poisonous plants, marine life and/or ticks.

The Event may also require running and/or cycling on public roadways which pose hazards including but not limited traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects and the negligence of other road users.

Some of the hazardous activities within the Event include but are not limited to running across undulating, rough and difficult terrain, tackling obstacles such as bales, hurdles, pipes, cargo nets, traversing cargo nets, climbing walls, swimming and wading in cold water, and traversing muddy, marshy and boggy areas, including sand dunes. The Event is a potentially dangerous hazardous sporting activity that presents a significant physical and mental challenge to participants.

The Event will result in strenuous physical exertion as participants will be required to be active for very long periods of time, including the risk of taking part in these activities in the challenging environments and weather conditions described above.

The Organiser will use reasonable care and skill to ensure that the Event venue is fit and suitable for the purposes of the Event as set out above. Note that due to the challenging nature of the Event is not possible to remove all elements of risk.

## 1. Your Responsibilities

You will not take part in the Event unless you have signed and returned the Organiser's disclaimer provided to you by the Organiser in advance of the Event.

You acknowledge and understand that the Event is a potentially hazardous sporting event and that there are numerous inherent risks associated with participating as set out above.

You fully acknowledge and understand that there given the inherent risks, participating in the Event may result in illness, injury or injuries and/or death to yourself or others.

Your recognise the inherent risks associated with the Event and consider yourself physically and mentally able to take part in the Event.

You enter the Event voluntarily and with full knowledge and understanding of the risks associated with participation in the Event, you are strongly advised to take every reasonable precaution and in the case of any questions is advised to contact the Organiser prior to the Event.

You are responsible for your own safety throughout the Event and you are taking part in the Event at your own risk.

You acknowledge and understand that it is your personal responsibility to arrange for insurance cover for the Event if you wish to be covered by insurance. The Organiser will not provide insurance cover for Participants in the Event. By agreeing to the declaration on the Event Entry Form, you accept that the Organiser has made this clear to you in advance of the Event.

Organiser's release of liability in consideration for being permitted to participate in the Event, you hereby waive, release and forever discharge, for yourself, your heirs, executors, administrators and legal representatives, any and all rights and/or claims which you may have against the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by him directly or indirectly arising out of his participation in the Event (including the application of emergency or medical services at the Event).

Further, you undertake that you shall not take any action against the Organisers, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event.

This release and discharge includes, but is not limited to, claims for property damage, economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of your participation in the Event (including all legal costs associated with such claims).

You hereby agree to indemnify the Organisers, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your actions and/or participation in the Event, including without limitation, the violation of any laws or regulations by you or a breach by you of these Terms and Conditions of Entry.

You understand that failure to comply with the terms and conditions listed here may, at the sole discretion of the Organiser, result in your disqualification from the Event. By your attending in person the physical site of a Military Fitness Training event, whether you are participating or not, you are deemed to be accepting these Terms and Conditions.

## **2. Equipment**

The acquisition of essential equipment, including specific safety equipment, in order to take part in the Event is your responsibility and the Organiser strongly advises that these acquisitions are secured before entering the Event.

You accept full responsibility for the condition and adequacy of any equipment that you bring to the Event.

The Organiser accepts no responsibility for the loss of, theft, or damage to any property owned by you or under your control deposited by you in the Event's event village and/or at any point of the Event course. This includes, when camping and any transport of equipment that may be in element of the service provided during the event by, or on behalf, of the organisers. Camping is undertaken at ticket holder's own risk.

You agree to notify the Organisers if you believe that any aspects of the Event course, facilities or equipment are unsafe or pose unreasonable risks to yourself or others.

## **3. Medical**

You understand and acknowledge that participation in the Event may cause injury or injuries that may be categorised as minor, serious or catastrophic: Minor injuries are common and may include but are not limited to scrapes; bruises; sprains; nausea; and cuts. Serious injuries are less common but do sometimes occur. They include but are not limited to: property loss or damage; broken bones; torn ligaments; concussions; exposure; heat-related illness; mental stress or exhaustion; and infection. Catastrophic injuries are rare; however you should be aware of the possibility. These injuries can include permanent disabilities; spinal injuries; paralysis; stroke; heart attack and even death.

You declare that you are physically fit and healthy enough to take part in activities during the event. You understand that it is your responsibility to consult with your General Practitioner ("GP") prior to participating in the Event to ensure that you are fit and well enough to take part and that your participation will not pose any unusual or serious risks to your health and well-being.

At the event you will be required to complete the medical questionnaire pre-printed on the reverse of your race number; issued at registration. It is your responsibility to retain this race number and wristband throughout the event duration.

In the event of any accident or illness whilst taking part in the Event, you give permission for the Organisers and contracted first aiders to initiate first aid treatment, any necessary medical transportation and inform your next of kin.

#### **4. Image Rights**

By participating in the Event you consent to being photographed and/or to be included in the filming of imagery recording the Event and/or to be included in sound recordings of the Event. You hereby waive any and all rights of publicity or privacy and hereby grants to the Organiser the sole, full and complete permission and authority to utilise and exploit your appearance in the Event in any and all manners and media throughout the world in perpetuity without the need for any further approvals from you.

You further agree that the Organiser has the sole discretion to use or refuse to use any Event photographs or sound or media recordings in which the you appear, and that the Organiser may use or edit such sound or imagery at his sole discretion and as he thinks fit. Subject to any restrictions of privacy imposed by law, you hereby consents to the use of your name, image, likeness, voice and any biographical material about you in connection with any and all footage of the Event, publicity and related promotional material of the Organiser and for any and all publicity and promotional purposes.

You expressly waive any claims against the Organiser (including their directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of Event imagery or sound and/or any promotional materials relating to the Event.

#### **5. Personal Film**

You are welcome to take photographs and film footage of your participation in the Event for non-commercial purposes (that is for personal and private use only). You are not permitted to reproduce or use photographs or footage of the Event on any website, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. You hereby agree to assign (by way of present assignment of future copyright) to the Organiser all your rights, title and interests in the world-wide copyright and all intellectual property rights in such reproduced or used photographs or footage in perpetuity together with exclusive world-wide rights of exploitation thereof.

#### **6. Data Protection and Marketing**

You may request access to, change or delete personal data held by us at any time.

We may occasionally email you information regarding future events. You may opt out of this at any time. You give permission to use personal data provided by you (including medical information) and collected by us through entry and participation at the Event. This will be used for administration, research and publicity of our events only. You also consent to your personal information being provided to third party providers who perform services on our behalf such as first-aid providers, marshals and safety staff. The information provided to these companies will be only such information which is strictly required for performing their service. In particular, you specifically acknowledge the necessity for us to provide those engaged in providing first aid and marshalling services with the medical information that you provide us, in order to ensure your welfare during the Event.

The phone numbers of your next of kin and medical information will not be used or shared with any third party, except with medical services during the event you are taking part in.

#### **7. Contact Address**

Address for the service of cancellation notices and to which complaints can be made Military Fitness Training, 9 Dunlin Ct, Newtonhill, Stonehaven AB39 3QW.

## 8. Event Rules

1. It is your sole responsibility to comply at all times during the Event with all applicable laws, byelaws and regulations of the United Kingdom, including without limitation, all speed regulations, road traffic laws and laws relating to the possession or use of alcohol, drugs or other prohibited substances.
2. For reasons of fairness, safety and responsibility you are expected to abide by the following rules and regulations as laid out by the Organisers. Ignorance of these rules and regulations shall be regarded as no excuse and failure to comply with these rules and regulations may lead to penalties or disqualification from the Event.
3. Please at all times show respect for the environment, landowners, local communities and other recreational users
4. Always follow and adhere to the Highway Code and local byelaws
5. Ensure you are wearing or carrying the appropriate mandatory and recommended kit at all times
6. Notify the Event Medic (at registration) of any significant medical history
7. All competitors/team-members are responsible for wearing their timing chip in the correct manner
8. Do not interfere with the timing mats or boxes or their positioning
9. Do not give your Event entry to anyone else, pretend to be anyone else or swap any participant identification method during the event.
10. Do not stray off the course or enter out-of-bounds areas
11. No outside assistance is allowed during the event
12. Public transport and transport in cars are not permitted at any time during the event
13. Stop and assist any competitors in need of medical attention and alert a race safety steward ASAP
14. Ensure any injured competitor in proximity to you is adequately provided for, before continuing
15. Co-operate with Event Officials at all times
16. Weather conditions may affect some stages and lead to course variations
17. Pre-event reconnoitring is deemed not to be in the spirit of the event
18. If you retire from the Event at any point you will inform the Organisers nearest to you as soon as possible and follow their directions as to the safest return route to the start/finish area where you will inform the Organisers and return your timing chip.
19. The Event Director's decision is final
20. On the day of the Event you agree to behave appropriately at all times; act respectfully towards all people, equipment, property and facilities; and participate in the Event with a cooperative and positive attitude.
21. You will adhere to any instructions given to you by the Organisers before, during and after the event and the Organisers may stop you from taking part in the Event and any time.
22. Safety – General, clothing and obstacles. You are expected to be able to look after yourself and your team-mates; In an emergency, attract attention using physical contact, a whistle or voice and raise the alarm to other participants. There will be first-aiders in attendance throughout the event.  
  
The Race Director's contact number will in some circumstances be provided to you as an emergency contact number. In the event of a true emergency, the first port of should be 999/112 or follow any emergency protocol specifically issued for the event. There will be event safety staff on the course with radios and/ or phones. In addition, participants are expected to go to the aid of anyone in need of medical attention and alert a marshal.
23. You will consider the kit you bring and; wear – Bring full body cover options with you, should the weather deteriorate in the final hours before your run, and seriously consider the other recommended items mentioned in the website.

24. You will not wear any clothing or use any prods or equipment that may pose a risk to yourself or others.
25. You are expected to tackle event obstacles sensibly, and with the knowledge that you can make decisions independent from any verbal instruction from marshals that may be present. Here are the rules and guidelines for safe practice that you must note:
  - i) All obstacles must be attempted and can be as much times as you like.
  - ii) Non completion of obstacles will result in loss of band.
  - iii) Physical Exercise time penalties will be given for non-completion of obstacles
  - iv) Kids can be assisted on obstacles
26. You agree not to drop litter on any part of the course or in the Event village.
27. Where equipment is provided to you by the Organiser, all reasonable care is expected to be exercised by you in relation to this equipment. If it can be seen that you wilfully or maliciously damages equipment or where negligence has been shown in the care of such equipment, you hereby accept that the Organiser has the right to charge you for the cost of replacing the equipment.
28. Where Sport Ident "dibbers" and/or other timing equipment are issued to the Competitor to wear during the Event, the Organiser expects these to be returned post-event. Where they are not returned, you hereby agree to reimburse the Organiser for the replacement value of £30.
29. Event Numbers, you agree to display at all times during the Event the event number supplied by the Organiser and to keep it clearly visible at all times during the Event. The event number must not be altered or defaced in any way before or during the course of the Event. Failure to comply with these requirements will result in instant disqualification from the Event. You are not allowed to affix any other branding materials in any shape or form to his race number or shirt, however temporary.
30. Third Party Flyering, the Organisers enter into agreement with landlords that secure the permission for the parking of participant vehicles within the premises at no extra charge to our customers. Please note that Organisers do not place flyers on vehicles and have no association with, nor do the Organisers endorse the organisations that conduct this activity.
31. Organisations that decide to conduct non-agreed flyering will be charged at the rate of £1 per competitor in the event to cover the cost of litter collection and refuse disposal.
32. Parking, you will follow the instructions of the Event staff in payment of associated parking fees and space used by your vehicle. You acknowledge that leaving a vehicle in an unauthorised position may lead to clamping or removal of the vehicle where all related costs will be met by you.

## 9. Refund and Deferment Transfer Policy

All ticketing is via Race Space, please click here for Terms Of Service.

Beach Ballistic does not offer refunds under any circumstances. However, if you can not attend an event, you are able to transfer your registration to another racer or defer to another event. If you selected BOOKING PROTECTION when purchasing it would have been under Race Space terms and conditions.

[https://www.racespace.com/ticket\\_book/2637/10211](https://www.racespace.com/ticket_book/2637/10211)

## 10. Limitation of Liability

You hereby agree to forever waive, release, covenant not to claim, and discharge the Organiser its subcontractors,

employees, directors, agents and volunteers from any and all claims that I may have arising out of my participation in the Event:

- i) resulting from 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 Event location (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and/or
- ii) resulting from damage to, loss of, or theft of my property during the Event;

EXCEPT THAT nothing in this Agreement shall limit or exclude the Organiser's liability for death or personal injury resulting from its negligence. I understand that I am entitled to bring a Claim against the Organiser for death or personal injury caused as a result of the negligence of the Organiser.

I hereby agree to reimburse the Organiser its subcontractors, employees, directors, agents and volunteers in respect of:

- i) any and all claims made by any of the Organiser's its subcontractors, employees, directors, agents and volunteers arising from injury or loss due to my participation in the Event; and
- ii) any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Event;

EXCEPT FOR any claims arising from Organiser and its subcontractors, employees, directors, agents and/or volunteers negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the Event.

## 11. Distance Selling Regulations

This section explains that the law allows you to cancel many online purchases up to seven working days after you made the transaction – unless the service you have paid for has begun within this time. If you will be entering a race online you should note the conditions below. This explains that because we will be sending you information relating to the event immediately the service will be considered to have begun, and you will no longer have the right to cancel. If you do not wish to waive your cancellation right in this way, you should not proceed with race entry via the website.

### Cooling-off rights

- a) You have rights under the Consumer Protection (Distance Selling) Regulations 2000 to cancel any Contract with us during an initial "cooling-off" period. Some of these rights and your obligations are summarised in the following parts of this section and a copy of the complete regulations can be found at:

<http://www.legislation.gov.uk/ukxi/2000/2334/contents/made>

- b) You agree that (for the purposes of regulation 13(1)(a) of the Consumer Protection (Distance Selling) Regulations 2000) you will not have the right to cancel a Contract by giving notice of cancellation under this if we have begun to perform our services during the cancellation period.

## 12. Age Policy

32k Race Age 18+

16k Race Age 16+

8K Race Age 11+

If you will be younger than 18 years of age before the day of the Event. You will have to provide parental consent for your participation, which must be signed on the day, at registration.