

## BORN SURVIVOR EVENTS LTD - Terms and Conditions of participation

For reasons of health, safety and responsibility, I the Participant, agree to abide by and in all respects comply with the rules set out by Born Survivor Adventure Limited ["the Organiser"] as published on their website [www.born-survivor.com](http://www.born-survivor.com) ["the Rules"] and I confirm that I have read and fully understand the same. I further understand that ignorance of these Terms and Conditions and the Rules will not be regarded as an excuse and none compliance may lead to disqualification from this and exclusion from entering any of the Organiser's events in the future. I confirm and agree as follows:-

1. that if I am disqualified from participating in the event due to my breach of the event Terms and Conditions or the Rules I will not be entitled to any refund of any fees paid to the Organiser or any expenses incurred in connection with any of the Organiser's events.
2. that Participants are not entitled to participate in any of the Organiser's events until full payment of all and any fees have been received by the Organiser.
3. that any tickets, wrist bands or other entry entitlement item or document issued remains the property of the organiser and that they may be reclaimed by the Organiser in the instance of a breach of the event Terms and Conditions or the Rules.
4. that, unless authorised by the Organiser, all tickets, wrist bands or other entry entitlement items or documents issued are for the sole use of the person they are issued to and that I may not give, sell or transfer my ticket, wristbands or other entry entitlement item or document to any other person commercially or non- commercially.
5. to sign an Event and Medical Waiver Form before I participate in the event and that failure to do so immediately disqualifies me from participating in the event.
6. that I assume all risks and take full responsibility for all damages, personal injury, costs, liabilities and losses that I incur due to participating in any of the Organiser's events [other than personal injuries resulting from the negligence of the Organiser].
7. that if I withdraw at any time for any reason then the Organiser will not be liable to repay me any fees paid.
8. that if I withdraw from the event for any reason I can transfer my place to another person or defer entry to another of the organisers events. And further understand that from 12:00hrs on the Friday prior to the event weekend ( ie 7days prior to the event) no Changes, Place Transfers or Deferral of Entry can be made to registrations under any circumstances.. Transfers and deferrals can only be made once and are subject to an administration fee. N.B. Notices of withdrawal, transfer or deferral must be sent by email to [hq@born-survivor.com](mailto:hq@born-survivor.com) Notices of withdrawal, transfer or deferral will not be accepted by telephone.
9. that team discounts are made subject to the minimum team size being reached for the discount level requested and that I may be liable to repay this in part or full if the team fails to reach the minimum team size appropriate to the discount level received.

10. that the Organiser may at any time, in its absolute discretion and without notice to the Participant, change, modify or alter any course, route or advertised obstacle or delay or cancel any event if any man made or natural emergency in the judgement of the Organiser makes this necessary for the safety of the participants, spectators or event personnel. This includes; Covid 19, variants and other communicable disease outbreaks. In such cases I understand that I will not be entitled to any refund of any fees paid to the Organiser, or any expenses incurred in connection with any of the Organiser's events. However I will be entitled to a ticket transfer to the next Born Survivor event as soon as Born Survivor deems it reasonably practicable to deliver the event safely.

11. that I will follow and comply with the lawful decisions, directions and instructions of the event personnel including but not limited to those relating to the safe participation of myself and others in the event. I agree to at all times be courteous to the event personnel and to other participants and spectators.

12. that at all times while attending the Organiser's event I will behave in a way that maintains my personal safety and that of all other competitors, spectators and the event personnel.

13. that the minimum age for participating in any of the Organiser's events is (unless advertised differently) 16 years and that I will be at least 16 years old on the day of the event.

14. that I am responsible for my own personal accident insurance in relation to my participation in the event and for my personal property whilst at the event.

15. if requested, to present at the event registration a photographic or other acceptable form of identification and that my failure to do so will invalidate my entitlement to participate in the event and that no repayment of any fees or any other expenditure incurred by me including but not limited to event fee, preparation & training, travel and accommodation.

16. that I understand and agree that all motion pictures, still images, sound recordings of me taken during any of the Organiser's events by the Organiser's event personnel, appointed contractors or the media remain the property of the Organiser at all times. And that I grant the Organiser permission and authority to use such motion pictures, still images, sound recordings of me captured during an event for any legitimate purpose including but not limited to marketing, promotional and advertising activity.

17. that I understand that the Organiser's events are staged in prestigious and sensitive locations and that while attending these events I will at all times seek to minimise my impact on the environment and to full comply with published bio security practices and requirements.

18. that I will not participate in any of the Organiser's events whilst under the influence of alcohol or drugs.