



Tough Tribe OCR Agreement & Terms & Conditions

Please read the following Agreement carefully, as it may affect your future legal rights. By proceeding with registering for the event, you acknowledge and agree that you have carefully read the Agreement and agree to the Terms & Conditions set out below.

Definitions:

Agreement – the agreement means this Agreement between you and the Organiser which includes the Terms and Conditions;

Event – Tough Tribe Obstacle Course Race at Woodbank Memorial Park, Stockport, SK1 4JR on 23rd September 2018;

Event Official – means the race director, race marshals, parking staff and any other person appointed by the Organiser for the purposes of the Event;

Event Participation Fee – the fee payable by you to the Organiser in exchange for your participation in the Event;

Event Rules – the rules set out in clause 7;

Event Rules Document – the document described in clause 7 to be signed by you on or prior to the date of the Event which is also available for viewing and downloading from our Tough Tribe page on the 'RaceSpace' booking website at www.racespace.com/tough-tribe/tough-tribe-ocr and a copy of which will be provided to you at the Event;

Event Village – a designated point at the Event for registration;

Event Waiver Document – the document described in clause 4 to be signed by you on or prior to the date of the Event which is also available for viewing and downloading from the Tough Tribe page on the 'RaceSpace' booking website at www.racespace.com/tough-tribe/tough-tribe-ocr and a copy of which will be provided to you at the Event;

Organiser – means the Event organiser, Stockport Sports Trust trading as Life Leisure of 4th Floor, Landmark House, Station Road, Cheadle Hulme, Stockport, SK8 7BS;

You/your – means the individual participating in the Event or the parent or guardian of anyone under 18 years of age participating in the Event;

Terms & Conditions

1. Acceptance

Once the Organiser has accepted your entry to the Event and Event Participant/ion Fee, you have entered in to a legally binding agreement with the Organiser. The Agreement (made available to you as part of your registration to participate in the Event) forms an integral part of your agreement with the Organiser.

IMPORTANT: By indicating your acceptance of this Agreement, you are affirming that you have read this Agreement and fully understand its terms.



2. Assumption of Risks

You commit to participate in the Event with full knowledge and understanding of the risks associated. It is your sole responsibility to make yourself aware of the risks involved. You are advised to take every reasonable precaution to avoid such risks. If you are unsure of the risks associated with participating in the Event, you must contact the Organiser prior to the Event to gain advice.

IMPORTANT – Risks: You hereby confirm that you understand, acknowledge and agree that the Event is a potentially hazardous sporting event. You acknowledge and accept that your participation in the Event is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include (but are not limited to) traffic accidents, collisions with pedestrians or vehicles and/or fixed or moving objects and the negligence of other race and road users. Further, you confirm that you fully understand and accept that participating in the Event may result in serious bodily injury and/or death. It is your responsibility to exercise reasonable care and attention.

Risks of Event Route: You further acknowledge and accept that the route for the Event may require running/walking on public roadways and/or on rough or uneven terrains, which pose hazards and risks. By entering the Event, you acknowledge your responsibility to exercise every possible caution.

Your Fitness Level: You accept that participating in the Event involves strenuous physical exertion as you will be required to be active for a long period of time, including the risk of being active through potentially inclement weather and/or very hot weather. By entering the Event, you acknowledge this and accept that it is your sole responsibility to have a level of fitness at least adequate for the Event. If you have any questions on fitness levels required, you must seek advice from the Organiser before entering the Event and/or consult your doctor.

In consideration of your participation in the Event, you assume full and complete risk and responsibility for any discomfort, illness, injury or accident which may occur when you are participating in the Event.

3. Warranties and Representations

You represent and warrant that:

- you are physically fit and healthy enough to safely take part in the Event;
- you have no medical condition that would make your participation in the Event more hazardous or unsafe;
- you will observe and obey the requirements set out in the Event Rules and will follow any instructions or direction provided to you by the Organiser and to abide by any decision of the Organiser or any Event Official relating to your ability to safely participate in the Event;
- you will exhibit appropriate behaviour at all times while at the Event, to include respect for other people, equipment, facilities and property and acknowledge that you may be dismissed from the Event, without refund, should your behaviour, in the opinion of the Organiser or an Event Official, endanger the safety of or negatively affect the Event.

4. Waiver and Limitation of Liability

By agreeing to enter the Event, you hereby waive, release and forever discharge, any and all rights and/or claims which you may have against the Organiser (including any of its officers, directors, employees, consultants, agents or sponsors) or Event Officials 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, including the application of emergency or medical services at the Event.

You will not be able to participate in the Event unless an Event Waiver Document is completed, signed and presented to an Event Official together with your photo ID during registration on the date of the Event. If there are any specific medical conditions which you believe may be important, the Organiser highly recommends that you note these on your Event Waiver Document and on the rear of your race number. It is also recommended that you carry with you any required medication.

Furthermore, you agree not to take any action against the Organiser (including any of its officers, directors, employees, consultants, agents or sponsors) or Event Officials 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, any indirect or 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).

The Event Organiser does not accept any liability:

- for any damage, loss or injury whatsoever resulting from any Event risks or dangers;
- if you suffer injury or loss as a result of wearing of inappropriate clothing or footwear;
- for loss, theft or damage to any property owned by or under your control at the Event, deposited by you at the Event Village or along any point of the Event route.

Nothing in the Agreement shall be construed as limiting or excluding the Organiser's liability for (a) death or personal injury caused by the Organiser's gross negligence; (b) fraud or fraudulent misrepresentation or (c) any other matter for which it would be unlawful to exclude or attempt to exclude liability.

5. Indemnities

You hereby agree to indemnify the Organiser (including any of its directors, officers, employees and consultants) against any and all claims 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 but without limitation, the violation of any laws or regulations by you or your breach of this Agreement.

6. Film & Photograph Rights

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

You unreservedly agree that the Organiser has the sole discretion to use (or refuse to use) any Event photographs or sound or media recordings in which you appear. You agree that the Organiser may use or edit such sound or imagery at their sole discretion and as they see fit. Subject to any restrictions of privacy imposed by law, you hereby consent to the free of charge use of your name, image, likeness, voice and any



publicly available biographical material in connection with any/all footage of the Event, all and any publicity and any of the Organiser's Event related promotional material 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 the Event imagery or sound and/or any promotional materials relating to the Event.

Where third party commercial filming or photography takes place at the Event, it requires the express written consent of the Organiser. Where such consent is granted, all commercial film and/or photography shall be made available for use by the Organiser free of charge. The Organiser in its sole discretion shall decide if to use or not to use such imagery. Right of usage shall be held by the Organiser in perpetuity over this imagery, unless by express written exception between the Organiser and the authority commissioning the film or photography.

Personal Photos & 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 websites, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. No written permission is required for the publication of personal images to social media sharing websites such as Facebook and Instagram. 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. You agree to allow us to use such footage free of charge.

7. Event Rules

Compliance with Law: 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.

Acceptance of Terms and Conditions: You understand and accept that failure to comply with any of the terms and conditions set out herein may, at the Organiser's sole discretion, result in your disqualification from the Event. You are required to comply with the health and safety rules of the Event and these terms and conditions otherwise you may be asked to leave the Event site/course.

Event rules – General: For reasons of fairness, safety and responsible behaviour, you are expected to abide by the following rules and regulations. 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:

Do's & Don'ts

- *Always follow and adhere to the Highway Code and local byelaws*
- *Ensure you are wearing suitable kit at all times*
- *Notify the Organiser (or an Event Official) at registration of any significant medical history*
- *Be responsible for wearing your race number in the correct manner*



- *Stop and assist any competitors in need of medical attention and alert an Event Official*
- *Ensure any injured competitor in proximity to you has adequate help, before continuing*
- *Co-operate with Event Officials at all times*
- *Do NOT stray off the Event course or enter out-of-bounds areas*
- *Do not accept outside assistance during the Event*
- *Do not use public transport and/or transport in cars or cycles at any time during the Event*
- *Do NOT carry out pre-Event reconnaissance. This is not deemed to be in the spirit of the Event*
- *The Organiser and/or an Event Officials decision is final in all cases*

General Safety: In an emergency, attract attention by (for example) using a whistle or voice and raise the alarm to other participants. There will be fully trained first-aiders in attendance throughout the Event. In the event of a true emergency, the first port of should be 999/112 and then contact an Event Official (who will be present on the Event 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 an Event Official.

Clothing: You should dress appropriately for the type of Event and for the conditions. You should carry at all times any recommended equipment specified by the Organiser. However, the carrying and/or wearing of mandatory equipment shall not prejudice your obligation under this clause to dress appropriately for the conditions and it is your sole responsibility to select and wear appropriate clothing, footwear and other garments.

Event Obstacles & naturally occurring course challenges: You are expected to tackle any Event obstacles or naturally occurring on-course challenges that may be present sensibly, and with the knowledge that you can make decisions independent from any verbal instruction from Event Officials that may be present.

Guidelines for safe racing:

- *Consider bypassing an obstacle or challenge if you lack confidence, have appreciable fear or are injured in any way*
- *Ensure that the approach to an obstacle or challenge and the obstacle or challenge itself are clear from obstruction*
- *If there is an Event Official giving instructions, pay close attention and follow their instructions*
- *If choosing to help fellow participants, do so carefully, asking their consent and without pushing inappropriately hard or by making inappropriate physical contact*
- *Do not attempt any stunts or 'showboating'*
- *Pay attention to your surroundings, keeping your head, arms and hands clear of any protrusions*
- *Check your landing site before jumping or lowering yourself from any obstacle or challenge*
- *Land with both feet and bend your knees to absorb any shock*
- *Move away from the obstacle promptly once completed*
- *Complete the obstacle ONCE only*
- *Do not rush*
- *Do not barge or jostle with other participants*
- *Do not swallow any water if you submerge for any reason*

If you approach an obstacle and you are unsure how it should be tackled in the safest manner you should consult an Event Official who may be able to offer some instructions. Alternatively consult any signs that may be present. In the absence of an Event Official or specific signage (both or either of which may or may



not be present) bypass the obstacle. Only attempt an obstacle if you are entirely sure of the method of engagement and you are confident that you have the ability to do so safely.

Weather Conditions: The Event is an outdoor event which will take place in varied weather conditions. You are expected to prepare yourself for the conditions of the day accordingly. The characteristics of obstacles, structures and terrain may change in varying weather conditions. You are expected to use your own judgment at all times when assessing these conditions and your interaction with the course.

Litter: You categorically agree not to drop any litter on any part of the Event course.

Event Numbers You agree that when issued with a race number by the Organiser you must display this and keep it clearly visible at all times during the Event. Your race number must not be altered or defaced in any way before or during the Event. You are not allowed to affix any other branding materials in any shape or form to your race number.

Parking: The Organiser's parking plans are crucial in allowing all participants to have a smooth and safe entrance and egress to the Event venue whilst causing the minimum of disruption to residents and traffic. You agree to follow the instructions of Event Officials both in terms of parking and space allocation. You accept that leaving your vehicle in an unauthorised position may lead to clamping or removal of the vehicle with all related costs to be paid by You.

8. General Participation Rules

On the Organiser accepting your entry form and Event Participation Fee, you have entered into the Agreement with the Organiser. As part of the Agreement, you agree to participate in the Event for which the Organiser has reserved you a place. You also accept and agree to abide by these Terms and Conditions (which form part of the Agreement) as well as any instructions given to you by the Organisers, any of its officials or Event Officials before or on the day of the Event.

Event Rules Document: So as to ensure that you have fully understood the rules of the Event, you will be required to sign an Event Rules Document on the day of the Event. You hereby agree to do so. You will not be able to participate in the Event if you fail to sign the Event Rules Document. The Event Rules Document will ask you to re-confirm that you have read and understood these Terms and Conditions and the Event Rules. A copy of the Event Rules and these Terms and Conditions will be on display at the Event Village on the day of the Event.

You understand that the on the Event day that this is a mandatory part of the registration procedure and that the Organiser may unilaterally cancel your Event participation and the Agreement if you fail to do so.

9. Cancellation

Cancellation by You

Pre-Event Cancellation - Important: You have no right to cancel your participation and demand a refund once the Organiser has accepted your Event application. If for any reason you are unable to take part in the event, you may cancel your entry subject to the procedures outlined in clause 10 below.



Automatic Unilateral Event Day Cancellation: If you fail to attend on the day of the Event or if you fail to obtain your race pack on the day of the Event, you are deemed to have unilaterally cancelled your Event participation. You will be unable to obtain your race pack if you either fail to read, complete, accept and sign any part of the Agreement, the Event Waiver Document, the Event Rules Document and/or fail to produce your ID at the Event Village on the day of the Event or if the Organiser (for your own safety) on the day of the Event deems at its absolute discretion that your physical fitness level is insufficient to allow you to take part in the Event. You accept that the Event Official's decision on whether you can participate in Event shall be final.

In order for the Event to be successful for both the Organiser and its participants, the Organiser requires mass participation and cooperation from all participants. By acting as set out in this section, you accept that you will have potentially put the success of the Event at risk, that you will have prevented another individual from participating in the Event and that you will have caused the Organiser direct and indirect financial loss. Accordingly, in such circumstances, you accept that you are not entitled to a refund of your Event Participation Fee and you hereby agree to accept to pay a penalty for breach of contract, being a sum equivalent to your Event Participation Fee. The Organiser will retain your Event Participation Fee in full and final settlement of such breach.

Cancellation by the Organiser

The Organiser may cancel its contract with you if circumstances beyond its control force the Organiser to cancel the Event as a result of (without limitation) predicted severe weather conditions, flooding, landslides, political unrest, terrorism or war.

The Organiser may cancel its contract with you in circumstances where insufficient participation numbers make the Event economically unviable. You are not entitled to claim any cost, expenses or loss (including in particular, economic and/or consequential loss) under such circumstances provided the Organiser has given reasonable notice of the Event cancellation.

If the Event is cancelled by the Organiser in the circumstances set out above refunds and/or transfers of your Event Participation Fee will be made according to the refund, deferment and transfer policy set out in Section 10 below.

You hereby accept that the Event is not guaranteed to take place.

10. Refunds and Transfers

The provisions of this, clause 10 shall apply in addition to the provisions of clause 9 above.

The Organiser will not refund all or any proportion of the Event Participation Fee if you are unable to attend the Event or once you have participated in the Event. This policy is non-discriminatory and, so as to provide fairness and clarity to all participants, cannot take account of any individual circumstances.

IMPORTANT – The Organiser will under no circumstances whatsoever reimburse you for any third party costs incurred by you (such as, without limitation, accommodation, travel costs or hire services).

If you are unable to participate in the Event for whatever reason, including but not limited to injury, illness, travel issues, weather, event cancellation/ event venue change/ event date change on reasonable notice



(either as a result of force majeure or otherwise whatsoever), the Organiser will not be liable for any costs whatsoever incurred by you relating to privately booked travel, accommodation or other ancillary costs.

If the Event has had to be cancelled in advance, the Event Participation Fee and/or associated event purchases shall be subject to the deferment and transfer policy without any administration fees.

Event Relocation: Provided a minimum 90 days' notice period is given by the Organiser, no refunds will be given if you are unable to attend an Event which is relocated within an area of 50 miles radius of the original Event location. For the avoidance of doubt, an announcement on the 'Tough Tribe' website www.toughtribe.co.uk or Facebook site shall be sufficient notice and you are advised to check the same in regular intervals. You accept that 90 days' notice is a reasonable period.

Event Date Change: Provided a minimum 90 days' notice period is given to you, no refunds will be given if you are unable to attend an event which is re-scheduled to a date within 6 months before or after the original Event date. For the avoidance of doubt, an announcement on www.toughtribe.co.uk or the Event Facebook site shall be sufficient notice and you are advised to check the same at regular intervals. You accept that 90 days' notice is a reasonable period.

Event reservations may be transferred between categories provided any additional costs that are relevant are paid in full if such a request is emailed ten clear days before the event date to sales@toughtribe.co.uk. An administration fee of £5 will need to be paid before the transfer is confirmed.

The Event's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy and/or on the Tough Tribe page on the 'RaceSpace' booking website www.racespace.com/tough-tribe/tough-tribe-ocr. You are advised to visit the website regularly.

The terms and conditions of this refund policy do not affect your statutory rights as a consumer. Please contact the Organiser for any questions on the Event refund policy.

11. Discount Code Redemption

If you have acquired an Event discount code which you wish redeem from payment to enter the Event then this voucher must be presented and redeemed when entering the event via www.toughtribe.co.uk

12. Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of this Agreement.

13. Governing Law

You agree that the laws of England and Wales will apply to all matters relating to this Agreement. You irrevocably consent that exclusive jurisdiction for any dispute relating to this Agreement shall be the courts of England and Wales.