



## **BOGSTACLE 2018 - Terms & Conditions**

By paying to register for BOGSTACLE 2018, you agree to our Terms and Conditions below:

### **The event**

- I acknowledge that BOGSTACLE is an obstacle course race fundraising event organised by the charity, WaterAid, in conjunction with their event partner, 8.2 Ltd.

### **Entry fees, refunds, transfers & deferments**

- I understand that my ticket is non-refundable and my entry fee purely covers the cost of the event.
- I understand that I cannot defer my entry into the event until the following year.
- I understand that I cannot send someone in my place to take part in the event.
- I understand that I can only transfer my place up to one week before the event by contacting [bogstacle@wateraid.org](mailto:bogstacle@wateraid.org)

### **Fundraising**

- I understand this is a fundraising event organized by WaterAid and that WaterAid have hired 8.2 Ltd to run the event on the day. I understand that my entry fee purely covers the cost of the event.
- If fundraising for WaterAid: I understand that all sponsor forms and monies should be forwarded to WaterAid, even if I do not take up my place at the event. I understand that all funds raised must be payable to WaterAid in sterling. I will carry out my fundraising in accordance with WaterAid's guidance.

### **Registering online for BOGSTACLE through Active Network**

- I understand that signing-up to participate in BOGSTACLE requires creation of an Active Works account and registration through the third party online registration platform, Active Network.
- I understand that the information I provide to Active Network to register for BOGSTACLE will be shared with WaterAid and used by WaterAid & 8.2 Ltd in accordance with WaterAid's privacy policy.
- I also understand Active Network also has its own terms of use which I need to agree to and that they also have privacy, copyright and security policies on their website which I should read.
- I understand that WaterAid are not responsible for my Active account and I must contact Active for any issues I encounter with my Active account.

### **Event information & runner numbers**

- I understand that all information will be sent to me by email and I will pick up my race number on event day.

### **Age limit**

- I acknowledge that the minimum age for entry is 18 years of age on event day.

### **Event risks, medical conditions & liability**

- I understand that taking part in BOGSTACLE is a hazardous activity consisting of a substantial and physically testing 5 or 10 kilometre outdoor obstacle course and there is a risk of injury to me when undertaking such activities.
- I understand that running, walking or climbing in cold, wet and/or slippery conditions could be potentially hazardous, and am aware that the obstacles area and the area between obstacles are likely to be muddy or slippery so I will take necessary care to ensure I avoid injury.
- I confirm that I am physically fit and in good health to safely take part in BOGSTACLE. I have declared any medical information which may be necessary at the point of registration and I have no known condition that would affect the ability to safely complete the course or would cause a risk of danger to myself or other participants.
- I understand that if I require medical attention at the event, any personal medical information I have provided during registration may be shared with medics and the event management team where necessary.
- I understand that it is my responsibility to monitor my condition before and during the event and will stop if my continued participation could create a risk of danger to myself or others or I am advised to do so by medics.
- I acknowledge that WaterAid recommend, if I have any concerns about my health, or I have a medical condition that may be affected by exercise, that I should obtain my Doctor's approval before participating in the event.

- I understand that BOGSTACLE is not a race; it is a non-competitive, non-timed event. I can choose whether I walk, jog or run and I have the choice to bypass an obstacle if I find it too challenging. I understand that taking on the course and the obstacles involves, but is not limited to, running, tackling military-style obstacles, crawling, jumping, swinging, traversing nets, climbing walls, wading through stagnant water, carrying heavy objects. I accept that there is a risk of injury to me or others when undertaking such activities.
- I will take extra care on the course due to the nature of the course terrain, which may include, but is not limited to; concrete roads, bridle paths, loose stones, rubble and pebbles, long grass, short grass, stinging nettles, tree stumps, roots, ditches, stagnant water, potholes uneven ground, rock falls, wildlife attacks, poisonous plants, insect bites. I understand that due to the nature of the event, minor injuries are common and include, but are not limited to; scrapes, soreness, bruises, grazes, abrasions, cuts, sprains, strains, muscle tension, nausea, dizziness, fainting. I understand that serious injuries are less common, but do sometimes occur.
- I understand that BOGSTACLE is a mass participant event and contact/collision with other participants is possible.
- I confirm I will wear training shoes with good grip and suitable sports clothing (preferably long sports trousers and a long sleeved top to avoid scratches, bites & bruises along with thick gloves).
- I acknowledge that I am participating in this event at my own risk and that WaterAid, 8.2 Ltd, the sponsors or supporters of the event cannot be held liable for any injury, accident, loss, damage or public liability caused or sustained before, during, or after the event, as a result of my participation, unless caused by the negligence of WaterAid or 8.2 Ltd. In addition, they cannot be held liable for any changes made to the event for safety reasons, or as otherwise planned through circumstances beyond their control.
- I acknowledge that in order to cover myself for personal accident, material loss or damage to personal property and any loss or injury to a third party I am advised to take out personal insurance cover.
- I confirm that I will not consume alcohol, or any other substance that will impair my ability to take part safely and that WaterAid and/or 8.2 Ltd have the right to refuse my entry if consumption of any of the above is suspected.
- I understand that I am responsible for my own safety and my own actions (including the safety of my possessions) whilst undertaking this challenge.

#### **Arriving & registering on the day**

- I understand that I must abide by the rules, instructions and regulations I receive prior to the event and any instructions displayed or given to me on the day of the event by officials.
- I understand that I personally need to report to the registration area in order to collect my race number and receive key event information.
- In addition to signing these terms and conditions, I understand that I may also be required to complete and sign an event disclaimer form on the day prior to taking part and that failure to do so will result in me not being able to take part in the event
- I will be respectful of other users of the venue and will not make excessive noise or leave litter.
- I understand that parking is at my own risk and subject to change on the day.
- I understand that if I arrive late and miss my allotted wave, I might not be permitted to participate, and this decision will be at the discretion of the event organisers, 8.2 Ltd.

#### **Event cancellation**

- I understand that if the Event is cancelled because of circumstances of force majeure, I will not be entitled to any refunding of my entry fee and/or compensation of other losses, such as travelling or accommodation expenses.
- On the day of the event, I will monitor BOGSTACLE social media pages and the email address that I registered with to ensure I see any announcements about the event before departing to attend.
- I understand that all refund or compensation claims resulting from the event being cancelled on the day will be forfeited if I did not attend the event.
- Other than as stated below, 8.2 Ltd and WaterAid shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of government action, strike, civil commotion, and national disaster or other force majeure event or cause beyond the reasonable control of the Organiser.
- In no case shall any liability (other than for death or personal injury) of 8.2 Ltd or WaterAid, its staff, agents or contractors arising from acts or defaults at or near the course or otherwise in respect of the Event include any liability for indirect or consequential loss or damage.

#### **Film and photography permissions**

- I give my permission for my image to be captured (camera and film) by WaterAid, 8.2 Ltd, the venue operators Pippingford Estate Company Ltd. and members of the public.

- I understand that these images may be used indefinitely to promote the work of WaterAid and its fundraising activities and also by those organisations listed above for their own marketing purposes.
- I understand that if I would rather WaterAid do not use my images for marketing purposes, I should contact the team by emailing [bogstacle@wateraid.org](mailto:bogstacle@wateraid.org)

**Ambush marketing & intellectual property**

- I will not engage in any form of “ambush marketing” (ambush marketing is an activity by a party which utilizes the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorized promotions or other commercial activity.
- By participating in the Event this does not confer any rights (by implication or otherwise) on the participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.