

## Phoenix Aquathlon Booking Conditions and Regulations

Phoenix Triathlon Club, whose training venue is Surrey Sports Park, Guildford, Surrey, but whose address for general correspondence is 10 Jolive Court, Rosetrees, Guildford, Surrey, acts on its own behalf as an event organiser.

In the circumstances any contract for the supply of an event is between you and the relevant organiser, whose details are set out on the relevant entry form.

These booking conditions are in addition to any terms and conditions imposed by the relevant event organiser and any rules and regulations governing participation in any event.

### Rules and regulations:

By entering the event you agree at all times to abide by any rules and regulations imposed by the event organiser and any relevant governing body such as, purely by way of example, the International Triathlon Union and the British Triathlon Federation further details of which can be found at [www.triathlon.org](http://www.triathlon.org) and [www.britishtriathlon.org](http://www.britishtriathlon.org).

### Personal health and fitness:

By entering a Phoenix Triathlon Club event you shall be deemed to have acknowledge and understood that participation in the relevant event is potentially hazardous, and you should not enter and participate unless you are medically able, properly trained and have appropriate equipment.

You should consult your doctor prior to undertaking training for an event. It is your responsibility to make sure you are medically fit and not carrying any existing injuries and are capable of completing the booked event. The event organiser reserves the right, in its absolute discretion, to stop any participant from taking part if the individual is deemed unfit to participate, including mid-event removal where necessary.

### Existing medical conditions:

It is your responsibility to advise the event officials prior to the start of the event of any pre-existing medical condition, disability, relevant medications being taken and allergies that may be relevant in the administration of any medical assistance required or in your ability to take part in the event.

You are advised that you should not participate in an event if suffering any cold or flu-like systems or if you have any other existing illness or injury which might reasonably be expected to either affect your performance and your ability to complete the event or to be worsened by participating in the event.

### Swim events or events including a swim element:

Swims will usually be in an open air lido. Other parties and wildlife use the water and, as such the water is exposed to the risk of contamination caused by this use, is shallow in parts. Event organisers are unable to prevent or, indeed, minimise

this risk and participants must be aware that drinking the water or swimming with open wounds increases the risks involved.

Event organisers reserve the right to cancel the event at short notice if the water conditions are such as to be unfit to swim in, or they may substitute the swim element for another sport e.g. running.

No refunds will be given should this eventuality arise.

Runroutes used may also be used by other vehicles, dog walkers, dogs, horse riders and marshals on bikes.

Participants should expect to encounter and should take extreme care when encountering roots, mud, rocks, obstacles, fellow participants, dog walkers, dogs, horse riders and marshals on bikes.

It is the responsibility of the participants to adhere to the course markers and to any warning signs on the route at all times.

Save to the extent caused by negligence on the part of the event organiser, participants will be entirely responsible for any injury sustained (whether to themselves or others) as a result of any reckless swimming or running, failure to take proper care or pay proper attention or failure to adhere to warning signs or instructions.

**Participants and Spectators:**

Event organisers will use reasonable endeavours to ensure the safety of participants and spectators. Course markers are in place to guide participants and to separate participants from spectators. An ambulance and crew will be in place for both participants and spectators.

Parents of spectating children and adults charged with the supervision of spectating children must ensure their children are supervised at all times. If spectators choose to bring their pets, the pets must be kept under control at all times. Spectators and participants should adhere to the course markers and obey instructions of the marshals.

**Medical treatment while participating in an event:**

By entering an event, you are consenting to the fact that should you require any medical treatment during your attendance at the event, whether before, during or after the actual event, such treatment may be administered by the events' official personnel.

**Entry**

If you are provided with a race number this must not under any circumstances be given to anyone else without informing the relevant event director. Amongst other potential problems, doing so may cause problems of identification for the event medical services in the case of any accident or injury. Any attempt to do so will result in immediate disqualification of the individual(s) concerned and ejection from the event.

**Outfits:**

Anyone attempting to start or join an event in any outfit that the event marshals deem unsuitable and/or dangerous to yourself, other participants or spectators,

will not be allowed to start the event or, if on the course, may be forcibly removed from the event.

**Music and telephones etc while participating in an event:**

For health and safety reasons you must not participate in the event whilst listening to any personal music playing device or whilst using any mobile telephone. This is particularly important in order to allow emergency services and their vehicles to operate safely on the day which they may not be able to do if you are unable to hear what is happening around you throughout the event. Consequently iPods, MP3 Players or similar electronic music players and mobile telephones must not be used during the event (including transition). Mobile telephones must be switched off if stored in the transition area.

**Start times:**

Start times may from time to time have to be varied. Where start times are varied, reasonable endeavours will be used to advise you as soon as reasonably practicable. Under no circumstances will you be entitled to any refund of entry fees where, despite a change in start time, the event takes place on the originally specified day.

**Event timing:**

Event finish times will usually be provided but no responsibility is taken for the accuracy of the same or any failure to supply a finish time, whether as a result of technical problems or otherwise.

**Event Ejection:**

Event officials have the right, in their absolute discretion, to refuse to allow you to participate in the event either at the start or to continue participation at any point along the route of the event, should you be deemed to behave inappropriately or give cause for concern that your continued participation may cause offence or injury to yourself, any spectators or other participants. Failure to comply with any instruction from event officials and marshals or any breach of any rules and regulations governing the event will result in ejection from the event and may also result in you being reported to the police or any relevant governing body for the event in question.

**Event organiser's decisions**

Decisions made in respect of the event (whether in respect of safety, organisation, management, timings, placings, rules, regulations and guidance or otherwise) by the relevant event organiser, any race director, officials and marshals are final and binding on all participants.

**Cancellation of the event and limit of liability**

The event organiser reserves the right, in its absolute discretion, to cancel, delay or postpone the event due to unforeseen or unavoidable circumstances out of its reasonable control. In such cases it will endeavour to inform participants as quickly as is possible. Where the event has to be cancelled, delayed or postponed due to circumstances outside of its reasonable control (including for the avoidance of doubt due to adverse weather, water or ground conditions or as a

result of instructions from the emergency services) neither we nor the event organiser shall be liable for any inconvenience, expenses, costs, losses or damages suffered by participants.

Where the event has to be cancelled, delayed or postponed due to circumstances that were within the event organisers reasonable control or where you have any other claim against the event organiser or us in respect of the event, its and our entire liability (save in respect of personal injury or death) in respect of any inconvenience, expenses, costs, losses or damages suffered by you as a result will be limited to the entry price you have paid to take part in the event.

#### Cancellation of Bookings, Transfers and Refunds

In accordance with the Consumer Protection (Distance Selling) Regulations 2000 and unless the event has already taken place, you have the right to cancel your booking at any time up to the end of the 7th working day after the booking is accepted. You may do this by writing to us at 10 Jolive Court, Rosetrees, Guildford GU1 2HX you will receive a full refund of any monies paid.

If you wish to cancel your booking (otherwise than as set out above) and provide us with not less than 2 months prior written notice then you will be entitled to a refund of 50% of the price of your booking excluding any transaction costs.

Alternatively your place on the event can be transferred at any time up to one week before the date of the event to another person subject to us receiving a transfer form duly completed with full details of the proposed transferee together with confirmation that the proposed transferee accepts these Booking Conditions and Regulations.

#### Use of Image

By taking part in the event you grant full and irrevocable permission to us and the relevant event organiser and any duly authorised third parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event that may include your image.

Use of images of under 18 participants will be governed by the following guidelines. Please note that web sites can be viewed throughout the world, not just in the UK, where UK law applies. Parents should be aware of the following conditions for using these images:

- Details or full names (which means first name and surname) of any child in an image, on video, on our website, or in printed publications, will not be included without good reason. For example the full names of prize winners may be included with the requisite parental consent.
- Images of individual young people will not use the name of that child in the accompanying text or photo caption without requisite parental consent.
- If a young person is named in the text, a photo of that child will not accompany the article save with parental consent.
- Group images may be used with general labelling not identifying individual participants.

- Images of children will only be used if suitably dressed, to reduce the risk of such images being used inappropriately.

#### Collection and use of information

Your personal information will only be used by us, event organisers and any appointed third parties for purposes in connection with the event and any subsequent events that we may organise or administer. By entering the event you grant full and irrevocable permission for us to pass any medical details you have given us to the medical teams operating on the day of the event. For further information please refer to our Privacy Policy which can be viewed on our website.

#### Email communication, change of postal address, email address or telephone number(s)

Much of our communication in respect of events is likely to be done by email. Please note that we cannot be responsible if any communication, which is correctly addressed and sent, is not received by the intended recipient. Please ensure that any spam filters etc are set to ensure that emails from us will be received by you.

If your postal address, email address or telephone number details change, then you must inform us as soon as possible by emailing: info@aat-events.com If this is not done, we cannot guarantee that you will receive all event communications.

#### Disclaimer

Participants accept that event participation is only for persons with a high degree of physical fitness and who have undertaken an appropriate training regime. It is your responsibility to seek appropriate medical advice prior to participation. Participation in the event is entirely at your own risk and by entering the event participants acknowledge that those involved in the organisation and staging of the event shall not be liable for death, injury, loss or damage arising from participation in the event save to the extent that it is caused by their negligence.

#### Young Participants

The consent of a parent or legal guardian shall be required in respect of any participant under the age of 18 in the following terms

#### Consent Statement

My child is in good health and I consider them capable of taking part in the ..... Event.

I consent that in the event of an emergency any necessary treatment can be administered to my child, which may include the use of anaesthetics.

I understand that while the event organisers, their employees, event officials, authorised agents, sub-contractors and volunteers will take reasonable precautions to ensure accidents do not happen, they cannot necessarily be held responsible for any loss, damage or injury suffered by my child.

May we use your child's image for promotional purposes, including printed publications, website and videos?

Please tick – Yes

No

If you do not wish your child to be photographed please let them know so they are not disappointed when group photos are taken.

I have read, understood and agree the above. This form must be submitted in conjunction with the booking form to complete the entry process.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Your Name (in block capitals)

\_\_\_\_\_

Child's Name

\_\_\_\_\_

Age Group

\_\_\_\_\_

Relationship to Child

\_\_\_\_\_