TERMS AND CONDITIONS

Terms and Conditions

(You will be asked to agree to the following when you purchase your tickets).

By registering for the Ilkley Colour Rush event you agree to the Terms and Conditions set out below.

THE ILKLEY COLOUR RUSH TERMS AND CONDITIONS

- 1. The Ilkley Colour Rush ("the Event") is organised by the Parent Teacher Association ("the PTA") of Ilkley Grammar School and any references to "the Organisers" in these Terms and Conditions, shall be a reference to the said PTA, not Ilkley Grammar School.
- 2. All individuals taking part in the Event ("the Participants") must register online, with the correct non-refundable registration fee. All those registering must read and accept these Terms and Conditions and do so on behalf of themselves and any other Participants on whose behalf they are registering.
- 3. A parent, legal guardian or adult (aged 18 or over) ("the Responsible Adult") must register all participants aged 5-17. All Participants aged 11 or under must be accompanied by the Responsible Adult for the duration of their attendance at the Event. The Responsible Adult can supervise a maximum of 5 Participants aged 11 or under and the said Responsible Adult must also be a registered Participant in the same race.
- 4. Entry for the Event WITH FREE PRE-ORDER T-SHIRT INCLUDED closes at 08.00 on 30th May 2022 (this is the last ordering day for the T-shirt printer). Entry for the Event WITHOUT PRE-ORDER T-SHIRT closes at 23.55 on 20th June 2022.
- 5. Event tickets cannot be transferred to any other person. If you cannot attend the Event, please inform the Organisers as soon as possible.
- 6. All participants must check in at the registration point upon arrival.
- 7. The Event is not a timed event. Participants can run, walk or dance their way round the course. However, the Event will have staggered start times in order to ease congestion on the course. It is the responsibility of the Participants to check their start time for the Event.

- 8. The Event will be controlled by several marshalls. For the safety and enjoyment of all Participants at the Event, all Participants must follow and adhere to all instructions given by the Organisers and Event marshalls.
- 9. If you are unable to complete the route in full, you must inform an Event marshall that you are unable to continue. Assistance can be sought if required.
- 10. Guide Dogs are welcome at the Event, no other pets or animals are permitted.
- 11. The Event involves a level of sustained physical activity. Participants make the decision to take part and must be satisfied that this activity is suitable for them as individuals. It is recommended that the Participant prepares and trains for the Event. The Participant is advised to consult with a medical professional prior to participating in the Event especially if they have not exercised for some time.
- 12. The Organisers shall not be held responsible for death, personal injury, aggravation to illness, loss or damage sustained due to participation in the Event other than in respect of any death or personal injury arising as a result of our negligence. For the avoidance of doubt, nothing in this clause shall exclude or limit our liability for any liability that cannot be excluded or limited by law.
- 13. Participants are recommended to seek advice from their medical practitioner prior to taking part in the Event, and make provisions to ensure their safe participation, which includes carrying any required medication. Any medical condition which may affect participation in the Event must be notified to the Organisers upon arrival. Medical assistance will be available during the Event. The Organiser may prevent the Participant from taking part in the Event (either at the start or during the Event) if the Organiser or any medical representative considers that the Participant should not participate in the Event for health and/or medical reasons.
- 14. Participants are fully responsible for any personal belongings that they might bring to the Event. The Organisers shall not be held responsible for any loss or damage to the personal belongings of Participants.
- 15. The Participant must ensure that they have the correct equipment, footwear and clothing for the Event as they require.
- 16. The Organisers reserve the right to re-arrange, postpone or cancel the Event at any time and for any reason, and if this happens, we will email you as soon as possible. If the Organisers are unable to reorganise the Event or you are no longer able to attend the rescheduled date, you can either ask for a refund of your entry fee or you can choose to donate the entry fee to the PTA.
- 17. By agreeing to our Terms and Conditions, all Participants consent to the Event being filmed, recorded or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of their

name, likeness, appearance and photograph. Each Participant agrees that all such commercial rights in relation to any video footage or photographs taken during the Event are the property of the Organisers and the Participant has no proprietary rights in relation to any film, photograph or other such recorded media. Should Participants not wish to be included in official photographs or recordings, they should inform the official photographers/videographers at the time of taking the photograph/footage, so that they can be omitted from the shoot.

- 18. When you register for the Event, we collect personal data relating to you and anyone else that you register including name, address, email address, date of birth, telephone numbers and emergency contacts. We will use this information to fulfil our contract with the Participants for the purposes of organising, staging and administering the Event, including to send you your Event pack and additional information about fundraising. If you provide personal information on behalf of additional entrants, please only provide this if they have confirmed that they are happy for you to do so. Such personal data shall be processed by the Organisers in accordance with all relevant data protection legislation, including but not limited to, the Data Protection Act 2018. Personal data will not be used for marketing purposes unless marketing consent is received. In the case of an emergency the Organiser may also pass personal details provided when registering for the Event to the emergency services or health care professionals, and use them for the purposes of contacting the Participant's emergency contact for protection of the Participant's vital interests.
- 19. The Organisers reserve the right to update these Terms and Conditions at any time prior to the Event. All participants will be provided with any updated Terms and Conditions in advance of the Event or on the day of the Event.
- 20. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 21. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.