

RUN FEARLESS PARTICIPANT WAIVER

1. Run Fearless

- 1.1. RunFearless is an endurance event (the "Event") taking place at Ancient Donington Park (the "Venue") that is designed to test your mental and physical strength.
- 1.2. The Event is being organised by Far and Beyond Events Limited (the "Company" or "FAB Events") and is scheduled to take place on 23 June 2018.
- 1.3. Whilst FAB Events does not intend to make significant changes, FAB Events reserves the right to change the time, date, route, rules, regulations or format of the Event and to cancel the Event, in whole or in part. FAB Events will give Participants notice of any such changes as soon as reasonably possible.

2. Participants, Entry and Entry Fee

- 2.1. Individual participants (each a "Participant") may only take part in the Event if they are over the age of 18.
- 2.2. To enter, visit the Event website located at www.runfearless.co.uk, complete and submit the registration form along with payment of the applicable entry fee ("Entry Fee").
- 2.3. Please bring photographic ID on the day of the Event. Note that you will be required to bring along a signed copy of this Participants Waiver form (or you will have to sign it on the day) in order to compete in the Event.
- 2.4. THE ENTRY FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE (EXCEPT AS SET OUT IN CLAUSE 6 BELOW).

3. Event Rules

- 3.1. FAB Events reserves the right to request that a medical certificate be produced by the Participant before he/she is able to participate in the Event.
- 3.2. FAB Events reserves the right to remove any Participant from the Event at any time (at FAB Events' sole discretion) including, without limitation, for breach of this waiver or due to ill health of the Participant that may render him/her unfit to safely complete the Event.
- 3.3. No illegal substances or alcohol are permitted to be used by any Participant either before or during competing in the Event. FAB Events reserves the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any illegal substances or alcohol of any kind. For the avoidance of doubt, no alcohol shall be allowed to be brought into any part of the Venue other than the campsite.
- 3.4. As a continuing condition of entry, and for the duration of the Event, each Participant shall ensure that:
 - 3.4.1. he/she brings appropriate clothing and equipment to participate in the Event; and
 - 3.4.2. he/she participates responsibly and safely and abides by all Event rules and regulations notified by FAB Events.

4. Risks

- 4.1. The Event is meant to be an extreme test of your physical and mental strength. The course set out at the Venue is part of the challenge and the Event will be held in a hostile environment that might include extreme heat, fire, mud, extreme changes in elevation and water. Some of the activities include muddy running climbing, jumping from heights, scrambling, sliding and dodging. The Participant acknowledges that the Event is an extreme test of their physical and mental limits that carries with it high risk of sustaining a physical injury.
- 4.2. The Participant understands and acknowledges that the risks involved in the Event include, but are not limited to: 1) dangerous contact or collision with other persons or objects; 2) the obstacles present at the Event 3) inclement weather leading to course conditions being treacherous; 4) errors caused by the Participant being under physical and mental stress; 5) errors caused by other Participants being under physical and mental stress; and 6) dangers present in nature. FAB Events Limited will use reasonable care and skill to run the Event safely and provide the Venue that is fit and suitable for the Event in accordance with industry standards.
- 4.3. The Participant acknowledges and agrees that any of the risks described in clause 4.2 (and other risks not specifically named) may cause serious or catastrophic injury to them. The Participant confirms that he/she fully understands the risks involved in the Event and is willingly and voluntarily participating in the Event.

- 4.4. The Participant confirms that he/she has read the preceding paragraphs and acknowledge that: 1) he/she understands the nature of the Event; 2) he/she understands the physical and mental demands of the Event; 3) he/she agrees that participation in the Event poses the risks listed above in clause 4.2; and 4) he/she understands that FAB Events recommends that he/she checks that he/she has health insurance to cover any injuries he/she may suffer as a result of participating in the Event.
- 4.5. In the absence of any negligence or other breach of duty by FAB Events Limited, the Participant's participation in the Event is entirely at the Participant's own risk.
- 4.6. The Participant acknowledges and accepts that FAB Events and its staff shall not be liable to the Participant for any loss or damage to any property or equipment that the Participant brings to the Venue unless it is caused by FAB Event's negligence or breach of duty.
- 4.7. The Participant acknowledges and accepts that FAB Events and its staff shall not be liable to the Participant for any loss or damage arising from his/her participation in the Event (including indirect or consequential loss or damage) unless it is caused by FAB Event's negligence or breach of duty.
- 4.8. The Participant hereby indemnifies FAB Events against any liability, claim or lawsuit that the Participant, the Participant's family, heirs or assigns may bring against FAB Events that arises out of his/her attempt to complete the Event (whether before, during or after the Event) howsoever caused.

5. Participant Declaration

- 5.1. Participant acknowledges and agrees that:
 - 5.1.1. he/she is in good health and in proper physical condition to safely participate in the Event;
 - 5.1.2. he/she has no known physical or mental conditions that would impact on his/her ability to safely participate in the Event;
 - 5.1.3. he/she has not been cautioned against participating in the Event by a doctor;
 - 5.1.4. he/she will continue to monitor his/her physical and mental wellbeing during the Event;
 - 5.1.5. he/she will withdraw from the Event if at any time he/she does not feel like he/she can safely participate in the Event;
 - 5.1.6. he/she will familiarise with all rules and regulations or instructions provided to him/her by FAB Events; and
 - 5.1.7. he/she understands that FAB Events can stop him/her from participating in the Event at any time if he/she breaches any of this clause 5.

6. Withdrawals, Cancellations and Transfers

- 6.1. FAB Events shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event due to events outside the control of FAB Events, including, without limitation, government action, war, strike, royal death, civil commotion, terrorism, threat of terrorism national disaster.
- 6.2. If the Participant wishes to withdraw from the Event, he/she is allowed to transfer their place to another individual with the consent of FAB Events. To transfer his/her place to another individual the Participant must email FAB Events at info@runfearless.co.uk at least one (1) month before the start of the Event and the new Participant must bring photographic ID and a signed version of this form to the Event. FAB Events reserves the right to refuse any such transfer at its discretion.
- 6.3. If the Event is cancelled by FAB Events for any reason, FAB Events shall refund the Participant any Entry Fee paid by the Participant to FAB Events.

7. Participant's Warranties and Undertakings

- 7.1. The Participant agrees to be bound by this waiver and all other Event rules and regulations notified to him/her by FAB Events. Participants acknowledge and agree that FAB Events will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the all aspects of the Event, including health and safety, logistical operations, and participation.
- 7.2. The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of FAB Events' staff, nominated representatives, and contractors and to behave appropriately at all times.
- 7.3. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness and confirms that he/she will report any illness during the Event to the Event medical team immediately.

- 7.4. Participant accepts that he/she is fully and solely responsible for the condition and adequacy all of his/her own equipment that he/she bring to the Venue.
- 7.5. The Participant confirms that he/she will not publish or post on any website or other media (including fundraising webpage) any text, statement, photograph, image or other material which relates to the Event, any partner or sponsor of the Event or any other participant in the Event which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate.
- 7.6. The Participant agrees not to take, record and/or transmit any sound, image and/or description of the Event other than for private and domestic use unless with prior agreement from FAB Events.

8. Participant Image Release

FAB Events reserves the exclusive right and license throughout the world (and Participant hereby grants FAB Events such exclusive right and license at no cost) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as FAB Events may reasonably require) and to the unlimited, worldwide, sub-licensable right (at no cost) to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including times and results), in connection with [the production, advertisement, marketing, promotion or sale of Event, sponsor products] and/or the promotion, marketing or advertisement of the Event, FAB Events [or any Event sponsor provided that any Event sponsor does not use the Participant's image rights in such a manner as to imply an individual endorsement of the sponsor's products by the Participant].

9. Privacy Statement

- 9.1. The Participant agrees and consents to FAB Events using his/her personal details provided for the following purposes:
 - 9.1.1. **Event administration**
 - 9.1.1.1. As the Event organiser, FAB Events requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
 - 9.1.1.2. FAB Events will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted within a reasonable time following the completion of the Event unless you agree that we may use such information for future events, which are staged within a reasonable timeframe thereafter.
 - 9.1.2. **E-mail/SMS communications**
 - 9.1.2.1. FAB Events will use the Participant's contact data submitted on the registration form to send the Participant information by e-mail and/or SMS relating to the Event, other FAB Events' events and any further categories of news and promotional information as the Participant may have requested on the registration form.
 - 9.1.2.2. The Participant acknowledges and agrees that FAB Events may send an e-mail or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future FAB Events' events.
- 9.2. All information relating to Participants collected by or on behalf of FAB Events from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 1998. FAB Events will not disclose any such information to third parties, save as expressly stated under this waiver. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from FAB Events and can do so at any time by following the opt-out instructions provided in the relevant e-mail. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.

- 9.3. To delete all of their information from FAB Events' database, Participants may email FAB Events directly at [email address]. In circumstances where the Participant requests deletion of his/her Participant's profile, FAB Events reserves the right to maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to clause 9.4 below.
- 9.4. Subject to the Participant's right to modify or request the deletion of data from FAB Events' database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by FAB Events in order to properly and safely administer and conduct the Event, and FAB Events reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.

10. Governing Law

- 10.1. This waiver constitutes a legally binding contract between the Participant and FAB Events constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the Event.
- 10.2. If any provision in these this waiver (in full or in part) is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable
- 10.3. This waiver shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.

Acknowledged and Agreed by:

Full Name -----

Address -----

Date of Birth -----

Email Address -----

Signature