

CARTEN 100 – Terms and Conditions 2019

1. I understand that CARTEN 100 (“the Event”) will be run under the CARTEN 100 Riders Briefing Sheet (“the Rules”); I hereby agree to comply with the Rules and any other rules stipulated by CARTEN 100 Ltd (“the Event Organiser”). I understand that I will not be entitled to a refund of my entry fee (“Entry Fee”) if I am disqualified from the Event as a result of, or infringement of these Terms or the Rules.
2. I understand that it is my responsibility to understand and abide by the Rules before, during and after the Event; and I agree that the decision of the Event Organiser will be binding and final in all circumstances.
3. I will be at least 18 years old on the date of the Event and am entering my own details, or am the parent or legal guardian of a child and am entering the Event on their behalf.
4. I acknowledge that Event entry is personal to me and that I may not exchange it with or sell it to or transfer it to any other person without informing the Event Organiser and providing the replacement riders details. Transfers will only be permitted up to one month prior to the event date.
5. I agree to conduct myself in a professional and cautious manner during my participation in the Event and understand that I may be disqualified from the Event if I do not do so. I accept that, in relation to my participation in the Event, the function of the marshals and relevant signage is only to indicate direction and that I must decide if the movement is safe.
6. I understand and agree that I participate in the Event entirely at my own risk, that I must rely on my own ability in dealing with all hazards, and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of the Event.
7. During my participation in the Event I will cycle with care and attention and will abide by the Rules, the UK Highway Code and any other rules stipulated by the Event Organiser.
8. I acknowledge that participation in the Event is physically strenuous and demanding. I am aware of the nature of the Event and associated medical and physical risks involved. I further certify that I am physically capable of participating in the Event and am capable of completing the Event within the cut off time (as decided by the Event Organiser). I will only participate in the Event if I am fit enough to do so.
9. I accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event.

10. I accept that the Event Organiser, the Event sponsors, organisers, officials, medical advisers and any person involved in the organisation of the Event are not liable for any injury or illness that I may suffer as a result of my participation in the Event, whether prior to, during or subsequent to the Event.

11. Whilst the Event Organiser takes every care with the staging of the Event, I accept that I must make all reasonable precautions for the safeguarding of my person and of my property during my participation in the Event. I further acknowledge that personal accident and personal items insurance is my responsibility.

12. I accept that it is my responsibility to provide and use a suitable bicycle and helmet. The Event Organiser's decision is final as to whether the bicycle and helmet are suitable.

13. I accept that the Event Organiser reserve the right to amend the Event format or cancel the Event due to health and safety reasons, including storm, rain, inclement weather, winds or any other act of god conditions. I accept that my Entry Fee shall be non-refundable in such circumstances.

14. I understand that confirmed entry to the Event is dependent on a fully and accurately completed online Entry Form; and receipt of payment to cover my Entry Fee. If either of these conditions is not fulfilled then my entry may not be valid nor accepted, and I will not be eligible to take part in the Event.

15. Through my completion and submission of the online Entry Form, I am committing to paying for my Event entry via the means as instructed on the Website.

16. I irrevocably consent to my appearance in any media format, in relation to the publicity of the Event, and in future publicity and advertising of the Event Organiser; provided that such use does not imply my direct endorsement of any official sponsor or suppliers of the Event.

17. I understand that my personal details, including but not limited to my name and other contact details, will be stored electronically by the Event Organiser. These personal details and those methods used to securely acquire and manage this information are all detailed within the CARTEN100 Privacy Policy to which I will be requested to provide my consent before entering the event.

18. All decisions and rulings by the Event Organiser, its employees and its agents are considered final.

19. The Event Organiser reserves the right to vary these Terms effective immediately upon posting on the Site.

Limitation of Liability – your attention is particularly drawn to this section

20. Subject to clause 21 The Event Organiser shall not be liable for losses that result from our failure to comply with these Terms that fall into the

following categories (even if such losses result from our deliberate breach): (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; or (vi) waste of management or office time.

21. Nothing in these Terms excludes or limits the Event Organiser's liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; (iv) any deliberate breaches of these Terms that would entitle you to terminate the Terms; or (v) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

22. These Terms (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The participant acknowledges and agrees that in submitting the Entry Form it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Terms.

23. To the extent permitted by law, all provisions of these Terms shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

24. The Event Organiser will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control ("Force Majeure Event").

25. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

26. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.