



## Over 18's - MUD RUNNER LITE 2021 Waiver and Consent Form:

I accept the following terms for my own entry. I also accept the terms on behalf of any other participants I am entering in this event, all of whom have been provided with a copy of these terms and accept them:

### PARTICIPATION

I wish to participate in the Mud Runner Lite event. I understand that it is an all-terrain, cross country running adventure race that requires an appropriate level of physical fitness.

I understand that once I have entered Mud Runner Lite the organisers will not provide any refund, transfer or credit either in full or in part whatever the circumstances of non-attendance. I understand that I have the choice to take out the protection cover which will give me a refund if I am unable to make the race.

**Data Protection:** I agree that my details will be stored on computer for the purposes of race administration only and will not be passed to any third-party companies for marketing. My entry details will be shared with Mud Runner's event medical provider and any medical information taken prior to or during the race will be shared with the organiser D3 Events Ltd and the event medical provider.

**Disclaimer: This form is important and should be read carefully and your attention is particularly drawn to paragraph 3.**

### 1. I HAVE READ AND UNDERSTAND THAT:

- 1.1. the activities undertaken at Mud Runner Lite are physically challenging and potentially dangerous. They include, but are not limited to, water based and other obstacles, surface hazards and run course and conditions that maybe slippery, uneven, hard or soft ground;
- 1.2. there is a risk of serious personal injury and/or death associated with my participation in activities at Mud Runner Lite;
- 1.3. although health & safety assessments have been conducted to minimise these risks, all risks cannot be completely eliminated;
- 1.4. participation in activities and use of facilities at Mud Runner Lite is **ENTIRELY AT MY OWN RISK.**
- 1.5. Eastnor Deer Park is a natural, uncultivated parkland and as such in some areas the ground conditions can be uneven and become slippery after and during wet weather. I am advised to wear appropriate footwear when accessing the Park;
- 1.6. all visitors are reminded that they enter the Deer Park at their own risk and under no circumstances will Eastnor Castle, its servants or agents, be responsible for any accident or subsequent injury resulting from slips, trips or stumbles or falls.

## 2. I CONFIRM THAT:

- 2.1. I am 18 years of age or older
- 2.2. I am fully aware of the risks to myself and others associated with participation in activities and use of facilities at Mud Runner Lite. These risks include damage to or loss of personal property, personal injury and in extreme cases, death.
- 2.3. I will comply with all instructions given to me by the Organiser's officers, employees and volunteers ("Mud Runner Staff") and use any equipment as directed so as not to hurt or injure others.
- 2.4. I am sufficiently fit and healthy to safely participate in the Mud Runner Lite and do not suffer from any medical condition which would adversely affect my ability to safely participate in all activities at Mud Runner Lite.
- 2.5. I will provide any known allergies and/or diagnosed conditions to Mud Runner at registration and understand that these details and any medical information taken during the event will only be shared with the event medical provider and with the event organiser D3 Events Ltd.
- 2.6. I agree that if I show any symptoms of Covid 19, have had a positive test in the last 14 days or I am in quarantine that I will **not** attend the race.

## 3. RELEASE

- 3.1. I hereby acknowledge and accept that the Organiser and the Mud Runner Staff shall not be liable to me for any unforeseeable loss or damage arising from my participation in the activities at Mud Runner Lite, including any and all indirect or consequential loss or damage.
- 3.2. I acknowledge the contagious nature of COVID-19 and voluntarily assume that risk and that that I may be exposed to or infected by the virus by attending or participating in the Mud Runner Lite. I understand that, whilst the race will be organised in accordance with government regulations to mitigate the risk of spreading COVID-19, the organisers cannot be held responsible for the possibility of virus transmission that may result from the actions, omissions or negligence of myself and others, including but not limited to other participants and spectators. By participating I agree to release the organisers, D3 Events Ltd, and their associated staff, volunteers, the landowner and suppliers of all liability resulting from exposure to the infection and any subsequent effects.
- 3.3. Nothing in this disclaimer shall be construed as limiting or excluding the Organiser's liability for:
  - a.) death or personal injury which arises as a consequence of the Organiser's negligence, or the negligence of the Mud Runner Staff; or
  - b.) fraudulent misrepresentation; or
  - c.) any other matter for which it would be illegal or unlawful for it to exclude or attempt to exclude its liability.

#### **4. AGREEMENT**

- 4.1. I have read and fully understood all the terms of these terms and conditions. I confirm that I am not relying on any statements or representations by any person or entity as an inducement to my fully and voluntarily engaging in the activities at Mud Runner Lite and assuming the risks and obligations stated above in signing this document.
- 4.2. I acknowledge that the nature of my participation in the Mud Runner Lite's activities and use of the Mud Runner Lite's facilities is potentially hazardous and that if I am unwilling to accept the risks associated with my participation, as set out above, I should not take part or attend.
- 4.3. I give permission to the Organiser to use my photograph and/or any other record of my participation in Mud Runner Lite for any legitimate purpose. I understand that any and all likenesses of me captured during Mud Runner Lite by the Organiser or the Mud Runner Staff shall become the sole property of the Organiser
- 4.4. If any court or competent authority finds that any provision of this document (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

#### **5. SAFETY**

- 5.1. I confirm that I will comply fully with any instructions given to me in the interests of safety by the Event organisers. I shall also ensure that I will not undertake any activity that could increase the risk of injury to me or others.
- 5.2. I acknowledge that I am responsible for my own safety (and the safety of my possessions) when participating in this event.
- 5.3. In the unlikely event of an accident, or loss or damage to my personal effects, I understand and accept that in no circumstances will Eastnor Castle, its servants or agents, be responsible for any accident or subsequent injury resulting from participation in this event or loss/damage to my personal belongings.
- 5.4. I knowingly agree to comply with and adhere to all necessary and required COVID – 19 related safety and risk mitigation practices during my attendance and participation in the event. These regulations will be communicated via email prior to the race.