



Heart of the Wolds Cycle Sportive Terms & Conditions

1. Participation

1.1

- The minimum age for ALL rides is 12 years of age on the day of the event. Anyone under 12 on event day will not be permitted to ride.
- Anyone between 12 and 15 age on the day of the event wanting to ride any of the events must be accompanied by a responsible adult. This will be checked on the start line and around the route.
- Riders aged 16 and 17 age on the day of the event are allowed to ride by themselves on any of the 3 routes but need to provide evidence of parental consent e.g. signed slip, when they sign on in the morning of the event. Please contact organisers for further details.

1.2 The Participant recognises that participation in the Heart of the Wolds is physically strenuous and demanding and the Participant is aware of the nature of the Event and associated medical and physical risks involved.

1.3 The Participant agrees that they are physically capable of competing in the Heart of the Wolds Event and agrees to be solely responsible for their actions and that the Event Organiser and other agencies involved with the delivery of the event are not responsible for any injury or illness that the Participant may suffer as a result of their participation in the Event (unless caused due to the negligence of the Event Organiser).

1.4 The Participant agrees to abide by all applicable rules and regulations of the Event, including the Highway Code, and the relevant sporting governing bodies that oversee the running of the Event including the relevant British Cycling regulations and rules.

1.5 All participants must wear a helmet. It is the Participant's responsibility to provide and use a roadworthy bicycle and helmet which comply with rules and regulations.

1.6 The Event Organiser may introduce cut off times as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the event in accordance with imposed cut off times.

1.7 The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other Participants or for any other reasonable reason. No

refund of the Fee shall be made if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause their removal.

1.8 The Participant acknowledges that personal accident and personal items insurance is his or her sole responsibility.

1.9 All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event.

1.10 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant. The Event Organiser reserves the right to change the date of the event or cancel the event in case of exceptional circumstances which would render the event excessively dangerous or impractical. The Event Organiser also retains the right to change any part of the course prior to the Event taking place.

1.11 The Event Organiser will do their best to provide an accurate Event finish time for the Participant; however it cannot be held responsible for any result anomalies or any technical malfunctions.

1.12 Recumbent cycles are not permitted in this sportive. Tandem are permitted but Participants should contact Event Organisers for further details about entry.

2. Withdrawal, Cancellations or Alterations

2.1 The Participant is entitled to cancel their application to participate provided the Event Organiser receives notice of cancellation at least 28 days prior to the event. In this case a full refund will be given minus any reasonable transactional costs incurred by the Organiser e.g. postage or booking fee. No refunds will be given for cancellation after this point.

2.2 The Participant is entitled to change their route provided the Event Organiser receives notification of change at least 14 days prior to the event. Subsequent changes of route length will be at the discretion of the Event Organiser.

2.3 It is the responsibility of the Participant to inform the Event Organiser of any change of address or any other personal details which may affect their participation.

3. Event Organiser Responsibilities/Liability

3.1 The Event Organiser shall not be liable to the Participant for any loss of business, revenue or profits resulting from participation or loss or damage to personal equipment belonging to the Participant, unless due to the Organiser's negligence.

3.2 The Event Organiser will not be liable for any actions of any spectators or other third parties not involved with the Event.

3.3 The Event Organiser and agents used in the organisation of the Event shall not be liable to the Participant or successors as a result of any kind of physical, mental or other loss, pain or damage of whatsoever nature suffered by the Participant as a result of their direct involvement with the Event. The Participant also agrees to indemnify the Event Organiser and the Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant's declarations above and/or the Participant's negligent acts or omissions and/or wilful misconduct.

3.4 It is recognised that nothing in these Conditions above shall exclude or limit the liability of the Event Organiser:

3.4.1 for death or personal injury caused by the Event Organiser's negligence;

3.4.2 for fraud or fraudulent misrepresentation; or

3.4.3 for any matter which it would be illegal for the Event Organiser to exclude or attempt to exclude liability.

4. Publicity

4.1 The Participant consents to:

4.1.1 the use and reproduction of the Participant's name and photographs in all media for the purpose of advertising and publicity for future promotion of the event. Such photographs shall remain the property of the Event Organiser.

4.1.2 the Event Organiser will contact you from time to time about future events and related activity. The Event Organiser will not pass your details onto any other third parties.

**Heart of the Wolds Sportive
October 2016**