

## TERMS AND CONDITIONS FOR PARTICIPATION IN THE NORTH BUCKS BIKE RIDE

These are the terms and conditions (Terms and Conditions) that apply to each person participating (Participant) in the North Bucks Bike Ride (the Event). The Event is to raise funds for the Lions Club of Winslow (Lions). Participants must agree to these Terms and Conditions to participate in the Event.

### 1. The Event

- a. The Event is organised by the Lions.
- b. Participation in the Event as a Participant is subject to these Terms and Conditions which must be fully complied with at all times.

### 2. Entry Forms and Fees

Each Participant must pay a non-refundable and non-transferable registration fee to Lions prior to participation in the Event.

THE FOLLOWING TERMS AND CONDITIONS APPLY EQUALLY TO ALL PARTICIPANTS

### 3. Registration and Fundraising

- a. All Participants must be registered to take part in the Event.
- b. Each Participant must complete an entry form (Entry Form) to bring with them on the day.
- c. Each Participant must provide emergency contact information when registering on the Event Day.

### 4. Age of Participants

- a. All Participants must be aged 16 or over by the Event Date unless accompanied by a person over the age of 18.

### 5. Health and Fitness

- a. All Participants take part in the Event at their own risk.
- b. Participants who have any doubt about their health or have a medical condition that could be affected by exercise, particularly a heart condition, should obtain their doctor's approval before participating in the Event.
- c. Lions shall not be under any obligation whatsoever to process, analyse or otherwise take any action on any medical information disclosed to it either during or after the registration process for the Event.
- d. All Participants agree that, as far as they are aware, they are sufficiently fit and physically able to compete in the Event and, to the extent that it may be necessary, they have sought and relied upon any medical advice before the Event Date. It is each Participant's own responsibility to assess their fitness and to ensure that they participate only if sufficiently fit. If any rider has special needs these should be communicated to the event organisers. Riders should complete next-of-kin information when registering on the Event Day. Riders should carry an epi-pen and inhaler if appropriate. Should any

medical or physical condition arise prior to the Event which is likely to affect a Participant's ability to compete in the Event, the Participant should withdraw from the Event.

- e. All rides will close at 15.00. Participants agree that, as far as they are aware, they will complete their selected ride by this time.

- f. Each Participant must conform to any relevant COVID Safe Protocol.

### 6. Safety

- a. All Participants should ensure that any equipment or clothing used is in good condition and suitable for the Event and weather conditions.
  - b. Participants acknowledge and agree that because the Event takes place on public roads that they will ride with due diligence and follow the Highway Code at all times and must wear a proper cycling helmet and high visibility apparel. All participants must look out for the care and safety of other cyclists and road users.
- c. It is the riders' responsibility to ensure that their bikes are roadworthy and mechanically sound.
- d. Riders must have the appropriate level of competence for the length of ride they are registering for. (See 5.e above).
- e. Riders should carry: i. a spare inner tube, puncture repair kit and basic tools; ii. a charged mobile phone; iii. liquids to keep themselves hydrated (water stations will be set up).
- f. Riders should consider the need for: i. sun screen and sun glasses; ii. warm up and warm down exercises before and after the ride.
- g. Tri-bars are not permitted at this event.

### 7. Insurance

- a. Lions do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover: i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing); ii. any loss or damage they may cause to a third party; iii. sickness; or iv. negligence of any party.

### 8. Liability

- a. Subject to paragraph 8(b), neither Lions nor its agents or representatives shall be liable for: i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part

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in the Event; or ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event for any reason; any changes made to the Event for safety or any other reasons; or any circumstances beyond the control of Lions

b. Nothing in these Terms and Conditions shall limit or exclude Lions' liability in respect of death or personal injury sustained as a direct result of: i. the negligence, breach of statutory duty or fraudulent misrepresentation of Lions, its agents or representatives; or ii. a deliberate act or omission of Lions, its agents or representatives.

c. Participants and their friends and family members who attend the Event do so entirely at their own risk.

d. Each Participant is responsible for his/her actions whilst attending or participating in the Event. This includes at the Event start point, during the Event and at the completion point. Lions accept no responsibility for the actions of another Participant nor the consequences of such actions.

### 9. Withdrawal and Refunds

a. No Entry Fee/Booking Fee will be refunded in the event that a Participant elects not to participate in the Event for any reason.

b. Registrations to participate in the Event are non-transferable to another year. Participation in the Event is personal to each Participant and Participants are strictly prohibited from swapping, selling or transferring their place in the Event or allowing any other person to participate in their place.

c. Lions or its or their agents or representatives reserve the right to refuse entry to the Event or ask a Participant to cease participation if a Participant: i. fails to follow instructions given by Event officials; ii. attempts to participate in the Event in a manner that Lions or its or their agents or representatives, acting reasonably, believes: 1. may cause injury to the Participant; 2. may cause injury to another Participant; 3. may damage or harm the environment; 4. is likely to cause offence; or 5. otherwise cause a risk or potential risk to health and safety. iii. is, in the opinion of Lions or its or their agents or representatives, unfit to participate in the Event due to: 1. the consumption of alcohol; 2. the use of drugs; 3. an injury or illness; or 4. failure to arrive at the start check in at the specified time period.

### 10. Cancellation and Changes to the Event

a. Lions may cancel the Event in accordance with these Terms and Conditions. If the Event is cancelled for any reason then Lions will have no responsibility for any costs incurred as a result of such cancellation, including any travel or accommodation costs. Entry Fees/Booking Fees are non-refundable and any refund offered will be at the absolute discretion of Lions.

b. Lions will use its reasonable endeavours to communicate any changes to the Event to each Participant at the Event or sooner if practical.

c. If the Event is cancelled for any reason, Lions will, upon the written request of the payee, return any sponsorship money paid to them. Lions are unable to refund the Entry Fee/Booking Fee.

### 11. Photos and Publicity

a. Photographs and films will be taken throughout each Event by Lions and/or its contractors and/or its agents. All Participants consent to all and any use in any current or future media by Lions, or its charity partners, of any photographs, images and/or films in which they feature.

b. Photographs of children will not be used in this manner without express written consent unless the images are incidental, for example, children's images at the start line within the crowd.

c. All Participants acknowledge and agree that no payment will be made to any Participant for the use of any photographs, images or films in which they may feature.

### 12. Data Protection

a. Each Participant agrees that information provided to Lions in connection with Event may be used by Lions in accordance with prevailing data protection legislation.

b. Lions will use the information provided by Participants to register applicants for the Event, process registration applications and manage the Participant's involvement in the Event and keep participants up to date with information relating to this and future cycling events.

### 13. Acceptance of these Terms and Conditions

a. By registering to participate in the Event, a Participant agrees to be bound by these Terms and Conditions.

b. If any provisions in these Terms and Conditions, whether 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.

c. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.