

Sunset Stomp 2019

Terms & Conditions

This page (together with the documents referred to on it) tells you the terms and conditions ("**the Terms**") on which Cavendish Cancer Care; referred to us as the Event Organiser accept electronic entries placed for this event namely Sunset Stomp 2019.

Please read these Terms carefully and make sure that you understand them before placing an entry on the Website. You should understand that by submitting your entry form ("**Entry Form**"), you agree to be bound by these Terms. By submitting my Entry Form electronically, I hereby declare that:

1. I understand that it is my responsibility to understand and abide by the Rules before, during and after the Event;
2. I will be at least 16 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.
3. I acknowledge that Event entry is personal to me and that I may not exchange it with, sell it, or transfer it to any other person.
4. 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 relevant direction and provided route map is only to indicate direction and that I must decide if the movement is safe.
5. 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.
6. During my participation in the Event I will walk with care and attention and will abide by the Rules, and be mindful of others in the Event and members of the public alike.
7. I acknowledge that participation in the Event could be physically demanding due to varying terrain and unpredictable path conditions. You will need a good understanding of your fitness ability and be confident walking and navigating long distances. 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. I will only participate in the Event if I am fit enough to do so.
8. If I have any medical condition/s, including allergies, which the Event Organiser might need to be aware of, I undertake that I have provided details of these on my Entry Form.
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 Cavendish Cancer Care, the Event Organiser, the Event sponsors, organisers, 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 suitable footwear in the form of walking boots or shoes and suitable walking kit. Given the nature of the Event as an outdoors, evening activity, I understand that it is my responsibility to provide warm clothing as required.
13. I acknowledge that only well-behaved and healthy dogs will be allowed to accompany you at the Event. The Event Organiser is not liable for any injury or illness your dog(s) may suffer as a result of accompanying you at the Event, whether prior to, during or subsequent to the Event. I accept that I am responsible for the behaviour of my dog(s) and I will keep my dog(s) on lead at all times.
14. When taking part in the Event, I will carry my litter with me and/or will put it in any rubbish bins located throughout the route.
15. I accept that the Event Organiser reserves 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.
16. 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 at least 10 working days (2 weeks) in advance of the Event. 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.

17. 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.

18. I accept that all correspondence and enquiries about the Event shall be directed to the relevant Event Organiser.

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

20. I understand that my personal details (including but not limited to name, age group, gender) will be stored electronically by the Event Organiser. Such information may appear on the public list of participants on the Cavendish Cancer Care website. By entering the event, I consent to the Event organiser being given access to my data, in reference to the Privacy Notice on the Cavendish Cancer Care's website.

21. 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

22. If for any reason the Event is cancelled or postponed, please review the specific event details, rules and terms & conditions which have been documented by the Event Organiser. If a refund is appropriate, the participant should contact the Event Organiser.

23. 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.

24. 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.

25. 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.

26. 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").

27. 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.

28. 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.