



APPENDIX – COLOR OBSTACLE RUSH TERMS AND CONDITIONS

COLOR OBSTACLE RUSH TERMS AND CONDITIONS

COLOR OBSTACLE RUSH Child Participant Waiver Form

This waiver form must be completed by the parent/legal guardian of any person participating in the Color Obstacle Rush who is aged under 18 years on the date of the relevant event.

I confirm that I am the parent/legal guardian* of (insert full name of child) (the "Child") who is aged under 18 years on the date of the Color Obstacle Rush event.

I confirm the Child's date of birth is: and that the Child will be aged 12 years or older on the date of the Color Obstacle Rush event.

I hereby give my unconditional consent to the Child participating in the Color Obstacle Rush event scheduled to take place on (insert date of event) and further agree that I have read and understood the Terms and Conditions appended to this waiver (the "T&Cs").

I acknowledge that if the Child is aged under 16 years on the date of the Color Obstacle Rush event, he/she shall not be permitted to participate unless he/she is accompanied by a responsible adult, and in such circumstances I agree to ensure that a responsible adult accompanies the Child on the course.

I, on behalf of the Child, further agree that Funrun Events Limited may take photographs and/or videos and/or digital recordings of the Child during the Event and may use such images for promotional purposes in accordance with the T&Cs.

I am fully aware and accept all the risks to the Child in taking part in the Color Obstacle Rush event and accept full, sole and unconditional responsibility for the health and safety of the Child as a result of him/her participating in the Color Obstacle Rush event, including but not limited to the risks to the Child of personal injury.

I, on behalf of the Child, hereby unconditionally waive, release and hold harmless Funrun Events Limited (and all of its respective officers, representatives and employees) from and against any and all causes of action, claims or other liabilities of any nature which in any way result from the Child taking part in the Color Obstacle Rush event.

Nothing herein is intended to limit liability for death or personal injury resulting from negligence.

Signed: Date:

Print full name of parent/legal guardian:

* Delete as applicable

In consideration for Funrun Events UK LTD ("FEUK") permitting you to take part in the Color Obstacle Rush (the "Event") you agree to abide by the terms and conditions set out below and any instructions given by race officials at the Event.

You and the other members of your group shall be known as the "Party". Participants aged under 18 on the date of the Event shall be classed as "Child Participants".

You hereby agree the following:

- 1.You must bring photographic ID (passport or driving license) to the Event in order to identify yourself.
2.You must bring a signed copy of these terms and conditions to the Event.
3.If you are a Child Participant, you also must ensure that your legal guardian ("Legal Guardian") prints and signs the 'Child Participant Waiver' prior to the Event and bring such waiver to the Event.
4.If you are aged under 16, you must be accompanied by a responsible adult for the entire duration of the course (at the same start time).

If you do not comply with the above, you acknowledge that you shall not be allowed to participate in the Event.

Where applicable, all references to "you" or "your" in these terms and conditions shall also apply to a Child Participant on whose behalf a Legal Guardian is signing.

MEDICAL HISTORY AND GENERAL RULES

- 1.If you are acting as a Legal Guardian, you confirm that you are aged 18 or over and have the capacity to agree to these terms and conditions.
2.If you are acting as a responsible adult and accompanying one or more Child Participants on the course, you agree that you are aged 18 or over and have the capacity to agree to these terms and conditions.
3.You confirm that you are/the Child Participant is healthy and fit enough (mentally and physically) to complete the Event.
4.You confirm that any Child Participant is aged 12 years or over on the date of the Event.
5.You confirm that if any mental or physical condition arises prior to the Event which is likely to affect your/the Child Participant's ability to participate, you must inform FEUK immediately and FEUK reserves the right to require you to withdraw from the Event without a refund.
6.You confirm that you are not/the Child Participant is not:
a.on prescribed medication;
b.pregnant or breastfeeding;
c.suffering from any broken bones and/or serious muscles sprains and/or strains; or
d.suffering from (and have never suffered from) any medical, physical or mental limitation or condition which may affect your/the Child Participant's participation in the Event, including but not limited to: heart problems; (i) diabetes; (ii) asthma; (iii) back or neck problems; (iv) epilepsy; (v) allergies or skin complaints; (vi) migraines; (vii) photo-sensitive epilepsy; and (viii) phobias and/or panic attacks.
e.If one of the circumstances listed above applies to you/the Child Participant, you must inform FEUK and get written medical approval to participate in the Event, to the satisfaction of FEUK.
f.You acknowledge and agree that FEUK uses strobe lighting in some of its Events, and you/the Child Participant hereby assume risks associated with the use of strobe lighting.
g.If you weigh over 100kg, you must inform FEUK and you acknowledge that you may be required to refrain from interacting with certain obstacles at the Event.

h. You consent (on your own behalf and/or on behalf of a Child Participant if applicable) to any and all medical and hospital treatment emergency first aid, medication, medical or hospital treatment or surgery that is deemed advisable or necessary by qualified medical personnel in the event of injury, accident or illness occurring during your/the Child Participant's participation in the Event.

i. You must not be under the influence of any drugs or alcohol whilst participating in the Event.

j. It is strongly recommended that you/the Child Participant prepare for the challenge of the Event. If you/the Child Participant have not exercised before or for some time, you should consult your doctor before participating in the Event.

k. You confirm that you will, at all times during the Event, obey the instructions given by FEUK employees and that you will not act in any way that will put other participants or FEUK employees at risk or damage any equipment or obstacles at the Event.

PHOTOGRAPH/RECORDING WAIVER

a. You consent and agree that we have the right to take photographs and/or videos and/or digital recordings of you (and/or the Child Participant if applicable) and to make recordings of your/the Child Participant's voice during the Event. You further grant to us the right to reproduce, edit, crop, retouch, use, exhibit, display, broadcast and distribute the images and recordings created on a worldwide basis in any and all media for promotional purposes without limit in time, and waive any right to inspect the final images and recordings before use and waive any right, claims or interest you may have to control the use of such images and recordings or to claim compensation from us for such use or publication.

b. If you are a Legal Guardian and notice an image of any Child Participant under your guardianship on our website or other promotional material which you wish to have removed, you may ask us to remove such imagery by contacting us on our website (<http://www.colorobstaclerush.co.uk/contact-us.html>) with details of the image(s) in question and a website link to the relevant image(s). Once we receive your request, we will use our best endeavours to remove such imagery from our website and promotional materials.

CHILD PARTICIPANTS

a. If you are a Legal Guardian for a Child Participant, you hereby give your full consent to the Child Participant participating in the Event pursuant to these terms and conditions and agree to sign the Child Participation Waiver and ensure that such waiver is brought to the Event. We shall email an electronic copy of the Child Participation Waiver to the email address supplied by the person who made the booking.

b. Each Child Participant under 16 years old must be accompanied by a responsible adult for the entire duration of the course (at the same start time). Each responsible adult may accompany a maximum of five children on the course.

WAIVER AND INDEMNITY

a. You assume all of the risks of participating (or the Child Participant participating) in the Event including but not limited to any accidents, slips, falls, negligent acts of other participants or effects of weather, and you hereby confirm that you understand that participating is a potentially hazardous activity in which injuries could occur.

b. You assume total responsibility for the condition, maintenance and safekeeping of any personal property and/or equipment that you bring to and/or may use during the Event, including but not limited to mobile phones and cameras and any property left by any participant in any bag drop or cloak room area operated by FEUK.

c. **You acknowledge that you are/the Child Participant is participating in the Event at your own risk and you and the Child Participant hereby release and forever discharge FEUK, its owners, subsidiaries, affiliates, administrators, medical advisors, promotion agencies, sponsors and venue owners together with each of their respective members, directors, agents, officers, consultants, contractors and representatives (together, the "Released Parties") from any claims and liabilities whatsoever, to the fullest extent permitted by law, as a result of your presence at or participation in the Event, other than any death or personal injury caused by FEUK's negligence.**

d. FEUK shall not be liable for any indirect or consequential loss or damage, loss of profit, anticipated savings or wasted expenditure whatsoever arising out of your/the Child Participant's presence at or participation in the Event.

e. You agree to indemnify and hold harmless the Released Parties from any losses, damages, costs, expenses and demands arising out of any claim or litigation brought against them by:

f. you or on behalf of you/the Child Participant and/or your estate; or

g. any third parties as a result of your/the Child Participant's actions during the Event.

DATA PROTECTION

a. FEUK primarily uses email to communicate with Participants. FEUK shall store and use your personal information (and share it with its event partners), for the purposes of organizing, staging and administering the Event and in accordance with its Privacy Policy, a copy of which can be found on FEUK's website here: <https://www.colorobstaclerush.co.uk/privacy>.

b. Your medical information will only be used for the purpose of giving you medical assistance at the Event.

EVENT FORMAT AND CANCELLATION

a. FEUK reserves the right to make any variation to the format of the Event it deems necessary in its absolute discretion (including but not limited to variations in the distance, format, theme and number and/or type of obstacles) and shall not be obliged to offer a refund.

b. FEUK reserves the right to cancel or reschedule an event in its absolute discretion in the event of an emergency (defined below) and shall not be obliged to offer a refund.

c. For the purposes of these terms and conditions, an "emergency" means any event beyond the control of FEUK including but not limited to inclement weather, earthquake, flood, acts of terrorism, civil war, nuclear, chemical or biological contamination, any law or action taken by a government or public authority, epidemic or pandemic, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, or unavoidable casualty.

d. FEUK and the Event staff reserve the right to remove participants from the Event in their absolute discretion if such action is considered necessary for safety reasons or the proper enjoyment of the Event by other participants or for any other reasonable reason.

CANCELLATION AND TRANSFERS

a. If you cancel your booking, you shall not be entitled to a refund.

b. Prior to the Event, you shall be entitled to swap, sell or transfer your ticket to the Event via the 'Rush' profile of the person who made the booking.

c. You agree that (other than via the 'Rush' platform), you shall not assign, transfer or otherwise deal in any way whatsoever with your right to participate in the Event.

COMPLAINTS

a. In the event that you are dissatisfied in any way with the services provided by FEUK, please contact us on our website at <http://www.colorobstaclerush.co.uk/contact-us.html>. Any complaints shall be handled in accordance with our Complaints Procedure.

GENERAL

a. You agree that these terms and conditions supersede any prior understanding between yourself and FEUK relating to the rights granted herein and may not be modified unless in writing and signed by both parties.

b. Each of the provisions of these terms and conditions is severable. If any provision (or part thereof) of these terms and conditions is held to be illegal, invalid or unenforceable, or would be valid, binding and enforceable if some sort of the provision were deleted or amended, then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable, and the remainder shall continue in full force and effect.

c. These terms and conditions shall be governed by English law. The Courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with these terms and conditions.

Signed: Date:

Print full name of Participant: