

Accuro Jersey Triathlon Virtual Challenge T&CS

“Challenge” means the challenge named on the Entry Form.

“Challenge Category” means the different categories or streams within the challenge.

“Entry Fee” means the price of entry into the challenge as set out in the Entry Form.

“Challenge Information” means information provided by the Event Organiser in relation to the Challenge.

“Participant” means the person named on the Challenge Form who will be participating in the Event.

“Challenge Organiser” means 3D Events, a limited company operating in Jersey, Channel Islands

“Challenge Information Pack” means the official pack issued by the Event Organiser to the Participant containing all relevant challenge materials.

- i. I am participating in the Jersey Triathlon Virtual Challenge entirely at my own risk and responsibility. I understand the risks posed by participation which include, but are not limited to, injury, loss or damage caused by exceeding safe physical exertion threshold suitable for each participant, other runners, spectators, volunteers, vehicular traffic, weather and course conditions, equipment, litter and other items.
- ii. I understand that I am responsible for my own training for the challenge. I am fit and medically able to participate in the challenge and have obtained appropriate medical advice and clearance to participate in such a physically demanding challenge.
- iii. I understand that it is my responsibility to provide and use a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with BTF rules and regulations.
- iv. Unless otherwise notified by the Challenge Organiser, I understand that wetsuits are compulsory for all Juniors and for adults where the water temperature falls below 14c for adults. I however understand that organisers strongly recommend that all adult participants should wear a wetsuit for sea and lake swims.
- v. I understand that I am responsible for providing my own insurance cover, for any loss or damage incurred, while participating in this challenge. The Organiser cannot accept any responsibility for any loss or damage incurred through the participation in this challenge.

- vi.** I understand that Entries for Sprint Distance races must be at least 17 years old at the 31st December 2020.
- vii.** I understand that Entries for Super Sprint Distance races must be at least 15 years old at the 31st December 2020.
- viii.** I understand that Entries for Junior Distance races must be at least 8 years old at the 31st December 2020.
- ix.** All decisions and rulings by the Challenge Organiser, its employees and its agents are considered final. Accordingly, I will comply with all Challenge rules and all instructions and guidelines given within the Challenger Information Pack.
- x.** The Event Organiser reserves the right to alter the start time and/or date of the Challenge. In the event of a change of start time and/or date the participants will be notified of the revised start time and date with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time and/or date for a challenge.
- xi.** I, for myself and my heirs, personal representatives, executors estate and assigns, release and discharge all persons and entities associated directly or indirectly with the challenge from all claims, demands, costs, expenses and costs, proceedings arising out of my participation in the event and I hereby indemnify them against all liability (including but not limited to liability for and in respect of all injury, death, loss or damage) arising out of or connected with my participation in the challenge. For the purpose of this declaration, persons and entities associated with the event include, but are not limited to, 3D Events, Jersey Triathlon Club, event sponsors, political entities, authorities and officials, Jersey Triathlon Committee persons, and the directors, employee agents and representatives of all or any of the aforementioned.
- xii.** I understand that I shall not be eligible or entitled to participate in the challenge until full payment of the Entry Fee has been received by the challenge Organiser. No payment shall be deemed to have been received until the challenge Organiser has received cleared funds.
- xiii.** Unless I confirm otherwise in writing to the Challenge Organiser 3D Events, 1 Waterloo Street, St Helier, Jersey, JE2 4WT, I give permission for my personal information to be processed for the purposes of event administration, challenge results and further permit my name, quotes and photographic likeness in still photography or video to be used for marketing and promotional purposes.

- xiv.** Unless I confirm otherwise in writing to the Challenge Organiser at the following address 3D Events, 1 Waterloo Street, St Helier, Jersey, JE2 4WT, I authorise the disclosure of my e-mail address to third parties and agree to receiving information from them for marketing and promotional purposes.
- xv.** If the rule of law prevents any of the above paragraphs or any part of them from being enforceable then they shall be construed so as to give the maximum possible protection to all persons and entities associated directly or indirectly with the event.
- xvi.** Without prejudice to the generality of the foregoing the release and indemnity in paragraph x above shall operate to release and indemnify the same persons from any claims arising out of the cancellation or early termination of the whole or any part of any challenge upon the grounds of safety.
- xvii.** These terms and conditions of entry are to be governed by and construed in accordance with the laws of Jersey and each participant irrevocably submits to the non-exclusive jurisdiction of the Court of the Island of Jersey.
- xviii.** All entry fees are non-refundable, and the organisers retain the right to refuse entry to anyone declaring false information on their entry form, not making the required payment, or otherwise failing to meet the stated entry requirements.
- xix.** I understand, as a parent/guardian of a Junior participant that I will supervise my child at all times when participating.
- xx.** I understand and agree to abide by my local government's **COVID-19** restrictions and guidelines whilst participating in this Challenge.
- xxi.** Outdoor challenge participation on public roads/areas will be undertaken entirely at the risk of the participant, organisers cannot be held responsible for any injury or damage caused to participants and/or third parties.