

## Grand Union Canal 145mile Race 2008 Terms and Conditions

Please read the following terms and conditions before recording your signature on the entry form "Acceptance of Conditions of Entry" area to indicate your understanding and acceptance of the following terms and conditions, waiver, and rules and regulations associated with this event. The following content shall be known as the "Conditions of Entry."

### Compliance with local law

You and your support crew must comply with all applicable laws and regulations of the United Kingdom, including without limitation, all speed regulations, laws of the road, laws relating to the safety of vehicles and laws relating to the possession or use of alcohol, drugs or other prohibited substances.

### Image Rights

By participating in the Event you consent to be photographed and, should there be any, to be included in the filming of footage documenting the Event. You hereby waive any and all rights of publicity or privacy and grant the Organiser full and complete permission to utilise and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser's sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. You expressly release the Organiser, Compton Harriers and The British Waterways Board, their directors, officers, agents, employees, consultants and licensees from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

### Personal Film

You are only entitled to take photographs and film footage of your participation in the Event for non-commercial purposes (that is for personal and private use only). Specifically, you are not entitled to reproduce or use photographs or footage of the Event on any website, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. You hereby agree to assign (by way of present assignment of future copyright) all your right, title and interest in the world-wide copyright and all intellectual property rights in such photographs or footage in perpetuity, together with exclusive world-wide rights of exploitation thereof, to the Organiser.

### RACE NUMBERS

You will wear the supplied race number at all times and over all clothing at all times during the race.

You will not deface or alter your race number in any way whatsoever, before or during the duration of the race.

### Hazard

You understand that ultra racing is a potentially hazardous sport.

You acknowledge the need to provide your own insurance cover for your sporting endeavours if required. By signature of the declaration, you are accepting that the Organiser has made this clear to you in advance of this event. You acknowledge and realise that participation in an event such as the Grand Union Canal Race (the "Event") is potentially dangerous and that there are numerous risks associated with your participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other road users. Further, you fully understand and realise that your participation in the Event may result in serious bodily injury and/or death to yourself or others. You further realise and understand that the route of the Event will require running on public roadways upon which the hazards of travelling are to be expected. Further, you realise that participation in the Event will require strenuous physical exertion as participants are required to be active for very long periods of time over two days, including the risk of being active during darkness, inclement weather and in the close proximity of deep water.

### Other Rules, Regulations & Advice

For reasons of fairness, safety and responsibility you are expected to abide by the following rules. Remember ignorance is not an excuse and failure to comply may lead to disqualification.

### Rules for runners and crews

Always follow the Highway and Countryside Codes

Show respect for the environment, landowners, local communities and other recreational users (e.g. anglers). Be courteous and patient with members of the public – please do not barge past them muttering under your breath. The fact that you are taking part in an event does not give you priority. Pass walkers and horse riders slowly and courteously; make sure they know you are there.

Do not climb over walls, hedges or fences, use stiles or gateways instead. Re-close closed gates after you and leave open gates open.

Ensure you are wearing or carrying the appropriate kit. Weather conditions can vary widely over two days and nights. Bring adequate clothing and illumination for night time.

Stop and assist any competitors in need of medical attention and alert Race HQ. Try to ensure that any injured competitor is adequately provided for.

Stick to the designated route. No shortcuts will be allowed and if you do get lost you should return the way you came to get back onto the route.

Public nudity will not be condoned. While changing, please stay covered to spare blushes.

Take your litter with you or put it in a public waste bin. Do not pollute rivers, canals, reservoirs.

At night and on Sunday morning try and keep your voice down, many citizens will be asleep.

Co-operate with Event Officials.

The Event Referee's decision is final.

### Safety

You are expected to be able to look after yourself. Although not compulsory you are advised to carry a mobile phone. There will be several first aiders in attendance throughout the event. The Race HQ telephone number will be printed on your race number. In addition, competitors are expected to go to the aid of anyone in need of medical attention and alert a marshal and/or Race HQ.

In recent years many runners have contracted cellulitis in their feet during, or immediately after, the canal race. This is a potentially serious condition. Please go to [www.bbc.co.uk/health/ask\\_the\\_doctor/cellulitisinfection.shtml](http://www.bbc.co.uk/health/ask_the_doctor/cellulitisinfection.shtml) and take note of the advice given there.

Cover all cuts and abrasions with plasters before the start of the race and wash exposed skin after contact with canal water. Read the attached information on Leptospirosis.

*Leptospirosis (Weil's Disease) is very rare, but people do become infected and awareness of the disease could save your life:*

### The Facts

*Animals that contract Leptospirosis recover from the infection, but continue to excrete organisms in their urine. Leptospire can survive on moist*

conditions outside the host animal for many days, even weeks. However, they are readily killed by drying, exposure to detergents, heating to 50°C for five minutes, and only survive a few hours in salt water. The bacteria enter the human body through skin abrasions, or through the eyes, nose and mouth.

*Leptospirosis usually starts with an influenza-like illness. Common features are a sudden onset of fever, intense headache, and severe pains in calf and back muscles, red eyes and prostration (feeling of complete exhaustion). Some cases develop abdominal pains with diarrhoea and vomiting or meningitis. Only a few cases develop severe Leptospirosis with jaundice and kidney failure. Early diagnosis is very important and treatment with antibiotics in the first few days may be helpful in limiting the course of the infection. However many sufferers recover without specific treatment. Over the last decade an average of 54 cases of Leptospirosis (5-10% of patients die) per year have been diagnosed in England and Wales. This represents about one case per million of the population per year. One third of these cases was confirmed due to Leptospira Icterohaemorrhagiae (mostly found in rats) and the remaining two thirds were due to Leptospira Hardjo (mostly found in cattle).*

Where possible try and avoid direct contact with the canal/river water.

Keep any cuts or abrasions covered.

Wash and dry your hands before eating.

If you are concerned about your health inform your doctor about your recent contact with canal/river water and seek advice.

Advise other members of your family of the symptoms of Leptospirosis.

#### WAIVER

##### Release of liability

In consideration of my participation in the Grand Union Canal Race (the Event), I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organiser, Compton Harriers, The British Waterways Board, their officers, directors, employees, consultants and agents for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event (including the application of emergency or medical services at the Event), except in the case that the organiser has been proved to be negligent in his duty of care towards me. Further, I covenant not to sue the Organiser, Compton Harriers, the British Waterways Board, their officers, directors, employees, consultants and agents for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event, except in the case that the Organiser has been proved to be negligent in his duty of care towards me. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, or any other legally recognisable claim arising out of my participation in the Event (including all legal costs associated with such claims).

##### Assumption of the risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter it voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death).

##### Indemnity

I hereby agree to release, defend, indemnify, and hold harmless the Organiser, Compton Harriers, the British Waterways Board, their officers, directors, employees, consultants and agents from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organiser may pay as a settlement or compromise of any such claims or liabilities. I will indemnify the Organiser, the British Waterways Board, their directors, officers, employees, agents and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of my actions during the Event, including without limitation, my violation of any laws or regulations or breach of these Terms and Conditions of Entry.

##### Security

I accept all responsibility for the security of my kit and all other equipment left in the competitor bag transport.

##### LITTER

I will not drop litter on any part of the course or in the properties, parks and car parks nearby. I will also endeavour to ensure that my crew, should I have one, does likewise.

##### Acceptance

I have read these terms and conditions, this waiver and the rules and regulations that constitute the conditions of entry. I fully understand the conditions and understand that I have given up substantial rights by adding my signature to the "Acceptance of the Conditions of Entry" document. I have done so freely and without inducement, coercion, or duress. I intend the waiver contained therein to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.

##### Compliance with Terms and Conditions of Entry

I understand that failure to comply with the terms and conditions listed above could result in disqualification from the race.

I agree to comply with all the Event's terms and conditions of entry. I acknowledge and understand that the Organiser of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions. My signature on the provided document indicates that I have read, understood and accept all terms and conditions, and that I agree to abide by the rules and regulations and accept the waiver.

##### General

I have paid my entry fee to cover my individual entry into the Grand Union Canal Race.

If unable to participate, refunds will only be given prior 1st April 2008. NO refunds of the entry fee will be made from that date onwards.

THE CONTACT NUMBER FOR ALL EMERGENCIES IS 999. RACE HQ: 01635 578536

PLEASE NOTE THESE NUMBERS. 999 IS YOUR FIRST CALL IN AN EMERGENCY SITUATION. RACE HQ IS YOUR SECOND.