

COLOR OBSTACLE RUSH TERMS AND CONDITIONS

In consideration for Funrun Events UK LTD ("FEUK", "we", "our" and "us") 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". Anyone taking part in the event shall be classed as a "Participant" (including Child Participants). Participants aged under 18 on the date of the Event shall be classed as "Child Participants".

You hereby agree the following:

- i) You must bring photographic ID (passport or driving license) to the Event in order to identify yourself.
- ii) You must bring a signed copy of these terms and conditions to the Event.
- iii) 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. The Child Participation Waiver can be found on our website at <http://www.colorobstaclepush.co.uk/waiver-page.html>.
- iv) 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 where applicable.

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:
 - a. you are aged 18 or over and have the capacity to agree to these terms and conditions;
 - b. any Child Participant is aged 12 years or over on the date of the Event; and
 - c. each of the confirmations, consents, acknowledgements, undertakings and agreements provided by you in these terms and conditions apply to you and each such Child Participant.
3. You confirm that you are healthy and fit enough (mentally and physically) to complete the Event.
4. You confirm that if any mental or physical condition arises prior to the Event which is likely to affect your ability to participate, you must inform FEUK immediately and FEUK reserves the right to require you to withdraw from the Event without a refund.
5. You confirm that you are 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 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.
6. If one of the circumstances listed above applies to you, you must inform FEUK and get written medical approval to participate in the Event, to the satisfaction of FEUK.
7. You acknowledge and agree that FEUK uses strobe lighting in some of its Events, and you hereby assume risks associated with the use of strobe lighting. It is strongly recommended that any Participants suffering from epilepsy do not participate in any Event.
8. 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.

9. 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 participation in the Event.
10. You must not be under the influence of any drugs or alcohol whilst participating in the Event.
11. It is strongly recommended that you prepare for the challenge of the Event. If you have not exercised before or for some time, you should consult your doctor before participating in the Event.
12. 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

13. 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 (the "Footage"). You agree to assign to us absolutely all existing and future rights (including without limitation copyright and performers' property rights) in the Footage and any consents necessary to allow us to reproduce, edit, crop, retouch, use, exhibit, display, broadcast and distribute the Footage created on a worldwide basis in any and all media for promotional purposes without limit in time, subject to applicable laws, and waive any right to inspect the final Footage before use and waive any right, claims or interest you may have to control the use of such Footage or to claim compensation from us for such use or publication.

14. 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.colorobstaclepush.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

15. 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.
16. 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

17. 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.
18. 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.
19. You acknowledge that you are (and the Child Participant where applicable) is participating in the Event at your own risk and you and/or 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.

- 20. 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 presence at or participation in the Event.
- 21. 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:
 - a. you or on behalf of you/the Child Participant and/or your estate; or
 - b. any third parties as a result of your/the Child Participant’s actions during the Event.

DATA PROTECTION

- 22. 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>.
- 23. Your medical information will only be used for the purpose of giving you medical assistance at the Event.

EVENT FORMAT AND CANCELLATION

- 24. 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.
- 25. FEUK reserves the right to cancel or reschedule an event in its absolute discretion in the event of an emergency (defined below) and, subject to clause 28 below (where applicable), shall not be obliged to offer a refund.
- 26. 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.
- 27. 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 PROTECTION AND TRANSFERS

- 28. If you purchased Cancellation Protection at the same time as your ticket (one Cancellation Protection policy applies to one ordered ticket), you shall be entitled to receive a full ticket refund (excluding the Cancellation Protection fee and Event registration fee), subject to providing the required documentary evidence, if:
 - a. the Event is cancelled and/or postponed due to an emergency (as defined in clause 26); or
 - b. you or an immediate family member falls ill, which shall include:
 - i. your acute illness or death; or
 - ii. acute illness or death of one of your immediate family members where “immediate family member” is defined as your spouse/registered partner, co-habiting partner, children, parents, parents-in-law, siblings and grandparents; or
 - c. you become pregnant after purchasing your ticket to the Event and can therefore no longer participate.
- 29. You will not receive a refund under the Cancellation Protection in any

circumstance other than set out in clause 28. For the avoidance of doubt, the Cancellation Protection does not cover any of the following (without limitation):

- a. any supplementary purchases made, such as hotels, car rental or other travel arrangements;
 - b. the cost of Cancellation Protection;
 - c. the Event registration fee;
 - d. cancellations made for any other medical reason, including but not limited to the following: examination, treatment and/or admittance to hospital which was planned before your purchase or elective surgery;
 - e. cancellations made for a medical reason under clause 28(b) where you are unable to provide the required documentary evidence; or
 - f. cancellation of the Event due to bankruptcy or cessation of operations of FEUK.
- 30. To request a refund you need to contact our customer services team no later than 2 months after the original Event date, or where your Event is postponed and/or cancelled, no later than 2 months after you receive the Event postponement and/or cancellation announcement email from us, via our [contact-form](#). Where applicable, you will need to send us an original medical certificate from your doctor specifying the nature of your illness or condition for the relevant Event date(s) and/or send us documentation of your family relationship (if applicable) and/or send us a death certificate (if applicable).

- 31. Once all relevant documents are received to the satisfaction of FEUK, the ticket price (excluding the cost of the Cancellation Protection and Event registration fee) will be refunded to the card used to purchase the ticket unless we have expressly agreed otherwise.
- 32. Prior to the Event, you shall be entitled to swap, sell or transfer your ticket to the Event to another person via the ‘Rush’ profile of the person who made the booking.
- 33. 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

- 34. 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

- 35. 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.
- 36. 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.
- 37. These terms and conditions shall be governed by English law. The Courts of England and Wales 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: