MEDICAL HISTORY AND GENERAL RULES

Child Participant on whose behalf a Legal Guardian is signing.

PHOTOGRAPH/RECORDING WAIVER

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.

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

16. 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.

17. 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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

23. 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.

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

EVENT FORMAT AND CANCELLATION

25. 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.

26. 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.

27. 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.

28. 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

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

30. 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.

31. 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

32. 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

33. 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.

34. 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.

35. 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: ........................................