



NORFOLK SUPERHERO CHALLENGE 2024 TERMS & CONDITIONS OF PARTICIPATION AND LIABILITY WAIVER

Please read these terms and conditions of participation and waiver (“Agreement”) carefully, as it affects your future legal rights. Then tick the box on the online registration form (“Entry Form”) stating that you agree to this Agreement.

Completion and submission of the Entry Form by you will be treated by the Event Organisers as confirmation that you have read, understood and accepted this Agreement. Participation in the Event is subject to and conditional upon acceptance of this Agreement.

AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT

You represent and warrant to the Event Organisers that you have full legal authority and capacity to complete the registration for the Event, including this Agreement, on behalf of yourself and/or, where applicable, any Supporters, including full authority to make the bank transfer from the account from which the Event Participation Fee will be transferred.

“Supporters” means any non-participating, accompanying person/s who are attending the Event in support of you, including any family members or friends and including any minors. By proceeding with registration for the Event, you agree that this Agreement shall apply equally to Supporters.

As used in this Agreement, (a) “Event Organisers” means and includes Norfolk Superhero Challenge Limited, its directors, partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with the Event Organisers singly or together and its and each of their officers, employees, volunteers assisting in the staging of the Event, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual and participant) applying to enter the Norfolk Superhero Challenge 2024 and associated events (the “Event”), and any Supporters and, by virtue of agreeing to this Agreement, for whom you are waiving certain rights.

GENERAL

- (1) Once Norfolk Superhero Challenge Limited has accepted your entry form and Event Participation Fee, you have entered into a legally binding contract with Norfolk Superhero Challenge Limited. These terms and conditions (made available to you as part of an invitation from Norfolk Superhero Challenge Limited to you to participate in the Event) form an integral part of your contract with Norfolk Superhero Challenge Limited.
- (2) Norfolk Superhero Challenge Limited is released from liability. By agreeing to enter the Event, you hereby waive, release and forever discharge, for yourself, your heirs, executors, administrators and legal representatives, any and all rights

and/or claims which you may have against the Event Organisers (including any of its officers, directors, employees, consultants, agents and Event sponsors) for any and all damages and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event (including the application of emergency or medical services at the Event).

Further, you agree not to take any action against the Event Organisers, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event. This release and discharge includes, but is not limited to, claims for property damage, any indirect or economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of your participation in the Event (including all legal costs associated with such claims).

- (3) Your indemnity re Third Party Claims. You hereby agree to indemnify the Event Organisers (including any of its directors, officers, employees 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 your actions and/or participation in the Event, including without limitation, the violation of any laws or regulations by you or your breach of these terms and conditions.

ENTRY AND EVENT PARTICIPATION FEE

You and your team partner must be at least 18 years of age on Saturday 8th June 2024.

Entries to the Event are personal to you. You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer your place in the Event. Any entry that is transferred or offered to transfer will be void.

You and your team partner will pay the Norfolk Superhero Challenge a non-refundable "Event Participation Fee". The Event Participation Fee is £260 per person (or £240 per person if bringing your own kayak as per the designated kayaks detailed on the Entry Form.

Your team place is not secured until the Event Participation Fee for both team partners is confirmed as received by the Event Organisers, along with a fully completed Entry Form which also includes your acceptance and agreement to the terms of this Agreement from both team partners by the deadline specified on the Entry Form.

The Event Participation Fee is non-refundable. However, if you have to withdraw before 19th April 2024, at the discretion of the Event Organisers, your Event Participation Fee may be deferred to the following year's Event ("Rollover"). In this instance, Event Participation Fees can only be deferred for one year. A Rollover Entry Fee does not guarantee entry in 2025; it is the sole responsibility of both team partners to confirm they wish to take up their team place. Any Rollover monies in these circumstances will incur an administration fee of £40 per person.

CHANGES AND CANCELLATION

Should Government Guidelines or any other reason prevent the Event Organisers from running the Event in 2024 we will contact you to let you know that your entry has been automatically

deferred to the 2025 Event. At your written request, if the 2024 Event is not able to go ahead and, together with your team partner, you do not want to take part in the 2025 Event, we will also offer you the option to apply for a refund.

The Event Organisers reserve the right to change the date of the Event. In the Event of such change of date of the Event, and you and your team partner are unable to attend on the revised date, you have 7 days to inform the Event Organisers in writing from when the change in date is announced to receive a refund of your Event Participation Fee.

The Event Organisers reserve the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed you and your team partner will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.

The Norfolk Superhero Challenge may be cancelled, re-routed or stopped for reasons of safety or if Government regulations require the Event Organisers to do so. Any last-minute amendments to the Event, including a last-minute cancellation will be made entirely at the discretion of the Event Organisers. Any such decision would be as a last resort when all other options have been ruled out. If the Event is prevented from taking place at the last minute or must, out of necessity be changed - e.g. the route altered - then the Event Participation Fee and any costs incurred by you will not be refundable. You may wish to consider obtaining cancellation insurance.

In the Event of cancellation of the Event or that of you and your team partner's entry for any reason, the Event Organisers will have no responsibility for any costs or expenses incurred by you and your team partner as a result of cancellation, including any travelling or accommodation expenses.

CHARITY

You and your team partner will each pledge to raise £350 for the chosen charity of the Norfolk Superhero Challenge 2024. Your team total of £700 should ideally be in place by the time of your registration on 7th June 2024, at which point you may be requested to show proof of your fundraising. Should fundraising not be in place before the event you will have up to the 3rd July 2024 to complete your fundraising and you will be required to share proof of your fundraising with the Event Organisers. If for any reason you or your team partner choose not to take up your place or the Event is cancelled or postponed, or you are not permitted to take part in the Event, all sponsorship forms and money collected for the Norfolk Superhero Challenge's chosen charity must be forwarded to the charity and will not be refunded.

Any team not meeting their combined minimum charity pledge of £700 may not be invited back the following year and will have to rejoin the back of the waiting list if they would like to take part again. Thank you very much for all your efforts in supporting local causes.

CHARITY PLEDGE AND REPLACEMENTS

Due to the large number of replacements during the 2024 event, the Event Organisers would like to ensure that the minimum charity obligation across the event is still met even in the event of replacements being drafted in, either individually or as a team.

1. If for any reason an individual member of a team is replaced, it is expected that between the person who is replaced, the team partner who is still taking part in the Event and the replacement who has been drafted in, that between them they will still meet the team's minimum charity pledge obligation of £700.
2. If for any reason your team withdraws from the Event, the following sliding scale of charity commitment obligations will still apply for your team, expressed as a percentage of the total minimum charity pledge of £700. The chosen charity would be grateful for anything raised above these minimum commitments.
 - a. Withdrawal 30 days or more before the event: 0%
 - b. 29 - 14 days: 25%
 - c. 13 - 7 days: 50%
 - d. 6 days or less: 75%
3. Any entire team coming in as a replacement prior to the event is subject to the following reduced charity minimum pledge obligations depending on the timing of their replacement, expressed as a percentage of the total minimum charity pledge of £700. The chosen charity would be grateful for anything raised above these minimum commitments.
 - a. Replacement coming in 30 days or more 100%
 - b. 29 - 14 days: 75%
 - c. 13 - 7 days: 50%
 - d. 6 days or less: 25%

The balancing effect of 2) and 3) above is designed to ensure that there is clarity on the minimum charity pledge being met in the event of a replacement. Any variation to the above will be allowed should the team who is replaced and the replacement team agree to meet the minimum charity pledge in whatever proportion between them.

EVENT INFORMATION

All necessary Event information pertaining to the Event is published on the Superhero Participant Portal on norfolksuperhero.co.uk. Event information is not posted to you in hard copy format. However, the Event Organiser will provide regular newsletters about the Event and inform you when new Event information is available via email. It is your responsibility to provide the Event Organiser with a valid email address. Please note that details of the Event, as published for example on the Entry Form or Event information pack are subject to change. Details of any alterations to Event information will be made available on norfolksuperhero.co.uk. It is your responsibility to ensure you have accessed the relevant information relating to the Event.

INSURANCE

Your Event Participation Fee will include a British Quadrathlon Association ("BQA") day license (third party liability insurance). Any additional insurance for you, or your equipment, is your responsibility.

The Event Organisers will not carry insurance in relation to your participation in the Event. You accept that the Event Organisers have made it clear to you in advance of the Event that no personal insurance will be provided. It is your responsibility to obtain any necessary personal insurance in connection with the Event.

You must be fully insured to participate in the Event and must make sure that all of the activities in the Event are covered by such insurance. You should always check your policy for any exclusion of activities undertaken in the Event. We strongly recommend that you take out insurance cover for cancellation as part of your policy.

MEDICAL

You agree that:

- The Event for which you are registering may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without undue risk to your health or your life. You are strongly advised to consult a doctor before undertaking any strenuous exercise or training programme or participating in the Event. The Event Organisers do not conduct health or fitness checks on participants. The Event may involve inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk. You warrant that you will be sufficiently fit and healthy to participate in the Event unaided and in accordance with this Agreement.
- You confirm that you will not take part in the Event if you are suffering from any injury or illness which may impair your performance and confirm that you will report any injury or illness during the Event to the Event Organisers at the earliest opportunity.
- Your personal information (including medical information entered on the Entry Form or collected by Event medical staff during or after the Event) can be stored, used and disclosed by the Event Organisers in connection with the organisation and administration of the Event and for the compilation of statistical information. If you become ill during or after the Event and/or receive medical attention or treatment either from Event medical staff, Ambulance staff or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to the Event Organisers or others authorised by them.
- It is your responsibility to let us know if any of the information you have shared with us prior to the Event in relation to medical or allergies has changed. For expert opinion on these matters and your participation in the Norfolk Superhero, please consult your GP or doctor.
- It is your responsibility to write your next of kin and contact details on the back of your race number using a waterproof pen. Also, if you have any type of medical condition or are taking any type of medication please write a large 'MC' on the bottom left of your race number, please write your medical condition fully on the back of your number. This will only be used in the event of you being involved in an accident.
- You consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during the Event, such assistance to be given by the Event Organisers, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).
- You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to

ambulance transport, hospital stays, physician, and pharmaceutical goods and services.

- The Event Organisers may from time-to-time issue reasonable rules or conditions to address Covid-19 including, but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software. You warrant that you will comply with all such rules or conditions.
- You and your team partner agree not to attend the Event should you suspect that you have been in contact with anyone with Covid 19 or any of its variants or if you have any symptoms at all in the 10 days prior to the Event (such period being subject to any Government Guidelines at the time of the Event).

EVENT RULES

Please be mindful at all times that you are a Norfolk Superhero and you are representing the Event in the community, and that we want to set a positive example of the Norfolk Superhero as a fair, fun and sporting Event that inspires those that take part and watch the Event.

As a continuing condition of entry into, and participation in, the Event you shall ensure that:

- You agree to abide by all Event rules, regulations and instructions issued by or on behalf of the Event Organisers, any rules and regulations imposed by the venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant BQA Rules in force (available at <https://www.britishquadrathlon.org.uk> and on request by emailing carlotta@norfolksuperhero.co.uk) and any road regulations, including without limitation, the Highway Code. The Event Organisers are entitled to impose Event rules upon you from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Event Organisers shall be considered final.
- You will comply promptly with all instructions and guidelines given by the Event Organisers and any persons acting on their behalf as well as acting on any Government enforced regulations. The marshals will be located on the route and all volunteers and staff involved in the Event will be clearly identifiable.
- You and your team partner must attend the compulsory safety briefing at the Event HQ at 6:30pm on Friday 7th June 2024.

Prior to, during and after the Event whilst on the Event site, you and your team partner are responsible for your own safety. You will take all reasonable care to ensure the safety of other participants, Supporters, spectators, support staff and the general public. The Event Organisers will not be liable for any actions of any spectators or other third parties.

The Event Organisers reserve the right to remove you from the Event, either during or before it, due to ill health, for not following the event rules, for not using the correct equipment or any other reason (at the Event Organiser's discretion) that may render you unfit to safely complete the Event.

The Event Organisers also reserve the right to terminate your participation should you be considered not to be treating other participants and other participant's property, the Event Organisers or its personnel (including that of its suppliers and subcontractors) with respect at

all times or if you are otherwise considered to be a danger to the safe staging of the Event.

You understand that you will not be entitled to a refund of the Event Participation Fee if you are disqualified from the Event as a result of an infringement of these rules, regulations or instructions.

You and your team partner shall not intentionally or carelessly litter (including water bottles) onto the course at any point. We ask that you hold onto all of your litter. Litter can be discarded in the transition area in the bins provided at the Event HQ. Participants caught throwing litter are at risk of being disqualified.

You and your team partner are responsible for not getting lost and not deviating from the official Event route. You can find the Event route map on the Superhero Participant Portal on www.norfolksuperhero.co.uk, in your Event registration pack given to you at the safety briefing, and the bike route on mapometer - gb.mapometer.com/cycling/route_3794802 – which you can upload to an electronic device. Contact numbers for HQ and the roving bike mechanics can also be found on the map provided. The route will be marked by Norfolk Superhero Challenge signs but please be aware that we cannot be responsible if signs have been moved.

You and your team partner must display the official Event numbers provided at registration in the manner indicated in the Event Information Pack; folding or defacing Event numbers will result in penalties being applied in accordance with BQA Rules.

It is your responsibility to ensure the marshals get your number at each checkpoint. If you retire from the Event, you must inform HQ as soon as possible. Your team partner will not be allowed to continue and will also have to retire.

It is also your responsibility to ensure that you return any electronic timing wrist or ankle band or equivalent equipment to a marshal. Participants who do not return such equipment will be charged for its replacement.

Teams will only be deemed as having completed the course or section when the last member of that team has crossed the finish line, this time becomes the official finishing time for that team's entry.

The Norfolk Superhero Challenge is subject to cut off times which will be advised at the compulsory safety briefing. The cut-off times are non-negotiable. Participants who miss the cut-off times will be asked to stop at that point of the event. The cut-off times may be subject to change for the safety of both participants and volunteers.

For the cycling part of the Event the marshals will be located at various points along the route. Please note that marshals do not have the authority to stop motorists. Marshals are there to help in the safety of the running of the Event both for you and other road users. Please listen and obey their instructions. There will also be other emergency support around the course and a roaming bike mechanic. If you are in trouble then please flag them down or stop at an event marshal, both should have communication with Event HQ.

The 45-mile bike route is all on open roads. You must obey all road traffic legislation and Highway Code Rules; failure to do so may lead to disqualification. Most of the route will

be on minor roads but these will not be traffic free. Particular care should be taken on those sections of the route on single track roads and where there may be pot-holes, gravel and loose stones. Look out for some sections of the route where we have marked the road to encourage you to slow down.

If for reasons of safety, we ask you to stop or slow down, then please do so. You will be required to make your own judgement on whether it is safe to proceed at every junction. We recommend you unclip your cycling shoes in good time, put a foot down, look and listen for traffic, and make your own judgement as to whether it is safe to proceed at all junctions. You must display caution at all junctions, and particular caution at these junctions:

- Point 5 B1153 Crossing North
- Point 9 Sedgford
- Point 15 Amner
- Point 20 Syderstone
- Point 28 Plum Crossing

The junctions above will have traffic management in place. In some instances, this will allow you to pass through with priority over the other vehicles on the highway. However, we are unable to be 100% confident that vehicles will always stay within the law, so please proceed with caution at every junction. Please note and remember that traffic management isn't at all junctions – only those five points marked above.

Drafting and overtaking during the cycle.

Under no circumstances should you or your team partner ride in bunches or cross the centre line of the road. You and your team partner must ride in single file and keep to the left-hand side of the course and not create a hazard by blocking other participants on the course. You must only pass another participant on the right.

For your own safety, it is forbidden to draft other teams. You must reject attempts by other teams to draft. Drafting endangers, you, your fellow participants, event marshals and the general public.

If you are overtaking you should at all times ride in single file and observe a 12m gap between yourself and the team in front. Any infringement will be met with time penalties and/or disqualification for multiple offences.

During the bike you must not take food or drink from a moving vehicle. If you need food or drink, you must bring your bike to a complete stop in a safe place in order to receive it. You may however receive support from a stationary vehicle and any such vehicle must not interfere with the progress of other participants or obstruct other traffic.

Any external help, including waving through at junctions and pacing/drafting behind a car during the bike leg and drafting behind a non-participating boat during the kayak leg, will result in disqualification. This is cheating.

For safety reasons, you may not use your mobile phone, electronic listening communication device or personal video recording device at any time whilst participating in the Event.

Please note that some of the food products given out during the event may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts or other allergens. It is the participant's responsibility to check ingredients in such products and the Event Organisers shall not be held liable for any damage or injury caused by this.

KIT LIST

A kit list is set out below. The Event Organisers reserve the right to change this list should it be considered appropriate for you and your team partner's safety. There will not be compulsory kit inspections, although the Event Organisers reserve the right to do a spot-check of kit at any time during the Event if they are concerned for your safety. You and your team partner are responsible to ensure that your kit meets the safety standards required and are expected to follow the advice given and to take personal responsibility. Teams not complying with the compulsory kit may be disqualified from the Event.

Weather Conditions: The Event is an outdoor event which will take place in varied weather conditions. You are expected to prepare yourself for the conditions of the day accordingly. The characteristics of the course and terrain may change in varying weather conditions. You are expected to use your own judgment at all times when assessing these conditions and your interaction with the course.

You and your team partner are **responsible for carrying your own water** throughout the Event. A water point will be available in the Transition zone to fill up your water bottles. To help reduce single use plastic and reduce the impact on the environment, there will NOT be any other water provided along the course. Please consider how you will carry water on the bike and on the run.

You must also carry at least one **sufficiently charged mobile phone** between you during the bike and we would recommend you also carry a mobile phone on the run. Please consider how you will carry a phone on the bike and the run. You and your team partner are advised to download the what3words app as an easy way to find, share and save your precise location in case of an emergency. You and your team partner are also advised to save an In Case of Emergency ("ICE") contact in your mobile phone and to ensure that your phone is sufficiently charged.

It is **compulsory to wear the race number during the bike and the run**. Safety pins will be made available to fix the number. However, we recommend you wear a number belt if you are wearing a tri-suit, want a fast kayak to bike transition, plan to change top for the run or simply don't want to fiddle with safety pins!

Swim: full length swim wetsuit (compulsory); goggles; Norfolk Superhero Challenge 2024 coloured swim cap (supplied by the Event Organisers and compulsory).

Kayak: Buoyancy aid to be worn and securely fastened at all times (supplied by the Event Organisers and compulsory for you and your team partner to wear); if you are using your own buoyancy aid please ensure it complies with CE Standard EN 393 (International Standard "ISO 12402"); Malibu 2 Ocean kayak or Too Tega Pulse 120 (either supplied or your own); windproof top.

Bike: It is your and your team partner's responsibility to check the safety of your bike and

ensure you have a mechanically sound and roadworthy road bike; Approved cycling safety helmets of ANSI Z90.4, SNELL B90, EN 1078 or an equivalent national standard must be worn by participants. A CE mark is not an approval mark and should not be treated as approval. Helmets must be securely fastened and fit properly at all times from the moment of taking the bike off its rack in the transition area until putting the bike back on its rack in the transition area (compulsory for you and your team partner); **only traditional drop handlebars are permitted. The handlebars must be plugged; Tri-bars are NOT permitted;** sufficiently charged mobile phone (1 per team is compulsory); 2 bottles of water or sports drink per person (compulsory). We also advise that riders have rear lights on their bikes, and that they carry energy bars or similar snacks, tools, replacement inner tubes, clothing appropriate to the weather conditions, ID, a small amount of money, sunscreen and map.

Run: we would recommend you carry a sufficiently charged mobile phone (1 per team); 1 bottle of water or sports drink per person (compulsory). **You must carry your own water or sports drinks on the run** We also advise that runners carry clothing appropriate to the weather conditions.

It is important to drink regularly and enough before, during and after exercise. However, please note that drinking too much water before, during or after exercise can lead to a condition known as Exercise-Associated Hyponatremia. The symptoms of EAH can be mild (dizziness, nausea) to more dangerous (headache, vomiting, confusion, seizure) and can be life-threatening. Please consult your doctor for expert medical guidance.

ASSUMPTION OF RISK AND LIABILITY

You commit to participate in the Event with full knowledge and understanding of the risks associated with participation in the Event. It is your sole responsibility to inform yourself of the risks involved and you are strongly advised to take every reasonable precaution to avoid such risks. If you are unsure of such risks, you must contact us prior to the Event to obtain advice.

To the extent permitted by law neither the Event Organisers nor its sponsors, suppliers or volunteers assisting in the staging of the Event will be liable for any loss, harm, damage, illness or injury however so caused (directly or indirectly), arising out of or in connection with or suffered during or as a result of, your participation in the Event, provided always that nothing shall exclude liability for death or personal injury caused directly by the negligence of the Event Organisers or its employees, subcontractors or agents.

You agree to indemnify, defend, and hold harmless the Event Organisers and all other persons associated with the event, from all liabilities arising out of or in any way connected with (a) your participation in the event, including without limitation any liability caused by negligence (including any negligent rescue attempt), the action or inaction of the Event Organisers, (b) your and Supporters' use of the services of the Event Organisers or the Event site, or (c) any violation by you of any of this Agreement.

In consideration of the acceptance of your registration and participation in the Event, you assume full and complete risk and responsibility for any discomfort, illness, injury, or accident which may occur while you are preparing for the Event, during the event, while you are on the Event site or while you are traveling to or from the event.

You acknowledge and agree that the event may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected.

You also acknowledge and agree that participation in the event may carry with it certain inherent risks and dangers that cannot be eliminated completely ranging from risk of minor discomfort to catastrophic injuries including permanent disability and death.

You are aware of and assume all risks associated with participating in the event, including without limitation risks of permanent injury or death due to falls, obstacles, collisions with pedestrians or vehicles and/or fixed or moving objects and the negligence of other road users, contact with other participants, acts or omissions of other participants, effect of weather, traffic and conditions of any road or terrain throughout the course.

DISCLAIMER OF WARRANTIES

You expressly agree that use of the Event Organisers' services is at your sole risk. The services are provided on an "as is" and "as available" basis. The Event Organisers make no warranty that services will be uninterrupted, secure, or error free. The Event Organisers expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. The Event Organisers do not guarantee the accuracy or completeness of any information on, or provided in connection with the Event. The Event Organisers are not responsible for any errors or omissions, or for the results obtained from the use of such information.

WAIVER, RELEASE OF LIABILITY COVENANT NOT TO SUE

In consideration of being allowed to participate in any way in the Event, you acknowledge, appreciate, and agree that: The risk of injury and/or death from the activities involved in the Norfolk Superhero Challenge and its related events is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, biking, travel by boat, truck, car, or other convenience; and (xii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

YOU KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation;

You willingly agree to comply with the stated and customary terms and conditions for participation. If, however, you observe any unusual and/or significant hazard during your presence or participation, you will remove yourself from participation and bring such hazard to the attention of the nearest official;

you, for yourself and on behalf of your heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Event Organisers of the Event and their officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used

to conduct the Event (collectively, the "Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. You further agree to indemnify, defend and hold harmless Releases from any loss, liability, cost, claim or damages arising from your participation in or association with activities and events organised and sponsored by the Event Organisers or connected with the Event.

You attest and verify that you are free from all illnesses, injuries and defects and that you are physically fit and sufficiently trained to participate in all activities associated with the Event. Your participation in activities and events organised or sponsored by the Event Organisers is entirely voluntary.

You consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment.

PERSONAL INFORMATION

You agree that the Event Organisers may publish your Personal Information as part of the results of the Event and may pass such information to the governing body or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other Events. Results may include (but not be limited to) name, Event times, address and age.

The Event Organisers also use your personal information in accordance with our privacy policy including:

- to process any application you make to participate in any Norfolk Superhero Challenge events;
- to track your progress in any Norfolk Superhero Challenge events;
- to send you health and safety and other relevant Event information for any Norfolk Superhero Challenge events that you are participating in;
- to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from us;
- to comply with our statutory and regulatory obligations;
- if you are obtaining your entry through a third party (such as a charity, sponsor, supplier or business) to allow the third party to access your information for the purpose of management and administration in respect of your entry; and
- in the case of images and footage, in accordance with our privacy policy.

You understand and consent to the fact that during the Event, various filming and photography takes place. You consent to photographs, filming and sound recording of yourself and grant your permission, free of charge, to the Event Organisers, its licensees and those authorised by it, to use such photographs, films and recordings (including any copies) and for your image, likeness and voice to be included in pictures and/or on film and/or audio broadcasts or transmissions (including the publication on the internet and in social media) and their exploitation and advertising without compensation or credit such use shall last in perpetuity.

Please email us should you wish to see our full Privacy Policy which is also available on the website: www.norfolksuperhero.co.uk

MISCELLANEOUS

This Agreement (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event.

You acknowledge and agree that in submitting the Entry Form (and the documents referred to in it) you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made of any person) other than as expressly set out herein.

By submitting your Entry Form you warrant that the information you have and will provide is accurate and true. You must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from future Events. The use of false documents to obtain an entry may be a criminal offence.

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms of this Agreement and in either event the remaining provisions shall remain in full force and effect.

This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.

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