



## TERMS & CONDITIONS

"Event" means the event named on the entry form.

"Event Category" means the different race categories or streams within the Event.

"Entry Fee" means the price of entry into the Event as set out in the entry form.

"Event Information" means information provided by the Event Organiser in relation to the Event.

"Participant" means the person named on the Entry Form who will be participating in the Event.

"Event Organiser" means 3D Events, a limited company and Vaughan Robinson.

"Race/Event Pack" means the official pack issued by the Event Organiser to the Participant containing all relevant Event materials.

"Event Rules" means the official rules published by the Event Organiser and made freely available to all participants.

(i) I am participating in the Swim Run Jersey or any event outlined in this application (collectively "the Event") entirely at my own risk and responsibility and 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, swimmers, spectators, volunteers, vehicular traffic, water craft, weather and course conditions, equipment, litter and other items.

(ii) I understand that I am responsible for my own training for the Event. I am fit and medically able to participate in the Event and have obtained appropriate medical advice and clearance to participate in such a physically demanding event.

(iii) Unless otherwise notified by the Event Organiser I understand that the conditions of participation in the Event are subject to fully complying with the Event Rules.

(iv) The Event Organiser may introduce cut off times as they see fit as part of the Event Rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, Participants may be instructed to withdraw from the Event in accordance with imposed cut off times. Please refer to the Event Information.

(v) I understand that I must ensure my insurance cover extends to include my equipment whilst taking part in the Event and the Event Organiser cannot accept any responsibility for loss or damage.

(vi) I understand that Entries for Sprint and Full Distance races must be at least 18 years old on the day of the Event.

(vii) I understand that Entries for Experience Distance races must be at least 15 years old on the day of the Event.

(viii) All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, I will comply with all Event Rules and all instructions and guidelines given by stewards, marshals, and safety personnel. I acknowledge and agree that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings.

(ix) All Entry Fees are non-refundable. In the situation where the Event is cancelled, all entries will be transferred to the next event. 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.

(x) The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for an Event provided the Event takes place on the specified date of the Event.

(xi) The Event Organiser reserves the right to alter the race format and/or duration, if the weather or sea conditions are deemed unsafe by the organisers and/or their advisors. In the event of a change to the published race format, the Participants will be notified of the revised race structure with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in event structure, where enforced by factors outside the control of the Event Organiser.

(xii) 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 Event 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 Event. For the purpose of this declaration, persons and entities associated with the Event include, but are not limited to 3D Events, Vaughan Robinson event sponsors, officials, marshals, volunteers and the directors, employee agents and representatives of all or any of the aforementioned.

(xiii) If I am injured or taken ill or otherwise suffer any detriment whatsoever I hereby irrevocably authorise the Event officials and organisers, at my risk and cost, to transport me to a medical facility and/or to administer emergency medical treatment and I waive all claims that might result from such transport and/or treatment or delay or deficiency therein and shall pay or reimburse to you my medical and emergency expenses and I hereby authorise you to incur the same and shall provide to race officials such medical data relating to me as they may request. I agree that nothing herein shall oblige the Event officials or

Event Organisers or any other person to incur any expenses or to provide any transport or treatment.

(xiv) I shall not hold the Event Organisers of this Event responsible for loss in transit of my entry form and/or cheque sent along with the entry form.

(xv) I understand that I shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

(xvi) I understand that un-returned timing chips may incur a reasonable replacement cost, where relevant.

(xvii) I give permission for my personal information to be processed for the purposes of event administration in line with the Event Organiser's Privacy Policy a copy of which is available in the Event Information.

(xviii) Unless I confirm otherwise in writing to the Event Organiser (c/o 3D Events, 1 Waterloo Street, St Helier, Jersey, JE2 4WT), I give permission for my name, quotes and photographic likeness in still photography or video to be used for marketing and promotional purposes.

(xix) The Event Organiser will use best endeavours to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

(xx) 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.

(xxi) Without prejudice to the generality of the foregoing the release and indemnity in paragraph xii 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 Event upon the grounds of safety.

(xxii) 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.

(xxiii) The Event Organiser accepts no responsibility for events outside the Event Organiser's control causing the Event to be cancelled or altered from that advertised. I accept that the Event Organiser may be required to cancel or alter the Event in the instance of severe weather conditions, pandemic, war, change in local law or other unforeseen reasons that make operating the original event impractical, unsafe or unfeasible. I accept that all entries are non refundable in such a circumstance and I will instead have my entry transferred to the next event.

(xxiv) In the case of an injury in advance of the Event, athletes who suffer injury and wish to defer their entry due to genuine medical or injury purposes must write to the Event Organisers as soon as possible with supporting evidence. The Event Organisers will approve reasonable requests for deferral. An approved deferred entry will only be valid for one year.