



**VITTORIA
TWEED VALLEY**

Rider Terms & Conditions

EWS-KIDS Online Entry System

Terms & Conditions

This page (together with the documents referred to on it) tells you the terms and conditions (“**the Terms**”) on which **EWS-KIDS** accept electronic entries placed for any events on our website (“**the Website**”).

Please read these Terms carefully and make sure that you understand them before placing an entry on the Website as this document has legal consequences and will affect your legal rights and will limit your ability to bring future legal actions.

By submitting my Entry Form electronically, you hereby declare that:

1. You understand that the event that you are entering (“**the Event**”) will be run under the technical regulations, guidelines, bye laws and anti-doping rules of the Event Organiser; you hereby agree to comply with the Rules and any other rules stipulated by the relevant Event Organiser (“**the Event Organiser**”). You understand that you will not be entitled to a refund of your entry fee (“**Entry Fee**”) if you are disqualified from the Event as a result of, or infringement of these Terms or the Rules.
2. You understand that it is your responsibility to cycle with care and attention and to understand and abide by the Rules, the UK Highway Code and any other rules stipulated by the Event Organiser before, during and after the Event.
3. If you are under 16 years old on the date of the Event, you may only participate in an Event if your parent or legal guardian has agreed to these conditions. You must then be accompanied at the event by a responsible adult over the age of 18. Your parent / legal guardian will be asked to confirm on the Entry Form that they consent to you participating in the Event and that these accept these Terms and the Rules on your behalf. In addition, your intended participation in the Event will be communicated to your parent / legal guardian, to the contact details provided by you on the Entry Form. Your entry to the Event is subject to: (i) your parent/legal guardian accepting these Terms; and (ii) us receiving no objections from your parent/legal guardian to your participation. If your parent/legal guardian does not consent and/or we receive an objection to your participation then you will not be entitled to enter the Event. Do not submit an Entry Form or otherwise apply for an Event without first obtaining your parent or legal guardian’s permission.
4. You acknowledge that Event entry is personal to you and that you may not exchange it with or sell it to or transfer it to any other person.



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5. You agree to conduct yourself in a professional and cautious manner during your participation in the Event and understand that you may be disqualified from the Event if you do not do so. You accept that, in relation to your participation in the Event, the function of the marshals and relevant signage is only to indicate direction and that you must decide if the movement is safe.
6. You understand and agree that you participate in the Event entirely at your own risk, that you must rely on your own ability in dealing with all hazards, and that you must conduct yourself in a manner that is safe for yourself and all others throughout the duration of the Event.
7. You acknowledge that participation in the Event is physically strenuous and demanding. You are aware of the nature of the Event and associated medical and physical risks involved. You further certify that you are physically capable of participating in the Event and are capable of completing the Event within the cut off time (as decided by the Event Organiser). You will only participate in the Event if you are fit enough to do so.
8. If you have any medical condition/s, including allergies, which the Event Organiser or Event medical advisors might need to be aware of, you undertake that you have provided details of these on your Entry Form.
9. You accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event.
10. Whilst the Event Organiser takes every care with the staging of the Event, you accept that you must make all reasonable precautions for the safeguarding of your person and of your property during your participation in the Event. You further acknowledge that personal accident and personal items insurance is your responsibility.
11. You accept that it is your responsibility to provide and use a suitable bicycle and helmet. The Event Organiser's decision is final as to whether the bicycle and helmet are suitable.
12. You accept that the Event Organiser reserves the right to amend the Event format or cancel the Event due to health and safety reasons, including storm, rain, inclement weather, winds or any other act of god conditions. You accept that your Entry Fee shall be non-refundable in such circumstances.
13. You understand that the Event Organiser has the sole responsibility to authorise rider withdrawals or refunds.
14. You understand that the Event Organiser shall charge a non-refundable £1 application fee per Event entry for EWS-KIDS chosen charity.



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15. You understand that confirmed entry to the Event is dependent on a fully and accurately completed online Entry Form; and receipt of payment to cover your Entry Fee in advance of the Event. If these conditions is not fulfilled then your entry may not be valid nor accepted, and you will not be eligible to take part in the Event.

16. Through your completion and submission of the online Entry Form, you are committing to paying for your Event entry via the means as instructed on the Website.

17. You accept that all correspondence and enquiries about the Event shall be directed to the relevant Event Organiser.

18. Any personal data that we process in relation to your participation in the Event will be processed in accordance with Event's Organiser Privacy Notice.

19. All decisions and rulings by the Event Organiser, its employees and its agents, volunteers and officials are considered final.

20. The Event Organiser reserves the right to vary these Terms effective immediately upon posting on the Website. Limitation of Liability – your attention is particularly drawn to this section

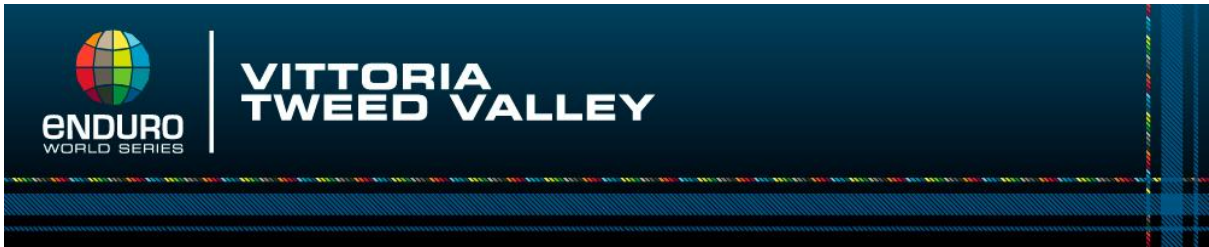
21. If for any reason the Event is cancelled or postponed, please review the specific event details, rules and terms & conditions which have been documented by the Event Organiser. If a refund is appropriate, you should contact the Event Organiser.

22. Subject to clause 23, the aggregate liability of the Event Organiser in respect of any loss or damage suffered by you and arising out of or in connection with these Terms shall not exceed £1.

23. Nothing in these Terms excludes or limits the Event Organiser's liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability, including but not limited to death or personal injury caused by our negligence.

24. Subject to clause 23, to the fullest extent permitted by law, you hereby waive, release and forever discharge us, our officers, employees, agents and representatives and all other persons associated with the Event for all liabilities, claims, actions or damages that you may have against us arising out of or in any way in connection with your registration and/or participation in the Event including, without limitation, any liability or claims caused by the negligence, action or inaction of any of the above parties, or otherwise.

25. You agree to indemnify and hold harmless us and our officers, employees, agents and representatives and all other persons associated with the Event from all liabilities, claims, actions and/or damages arising out of or in any way in connection



with your participation in the Event or any breach by you of these Terms or the Rules.

26. To the extent permitted by law, all provisions of these Terms shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

27. The Event Organiser will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control.

28. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland, England and Wales. The parties irrevocably agree that the courts of Scotland, England and Wales shall have exclusive jurisdiction.

Covid-19 Specific Terms and Conditions

By submitting my Entry Form electronically, you hereby declare that:

1. You are aware of, and adhere to, the latest Government and British Cycling Guidelines around Covid-19 and take responsibility for your behaviour at the event as defined in the [behaviour code](#).
2. You will take personal responsibility for your hygiene at the event by washing and sanitising your hands regularly and practice good respiratory hygiene
3. You will read in advance and listen, on the day of the event, to all communications and instructions provided and adhere to them accordingly.
4. You will Self-assess before the start of the event and will not attend if you have any Covid-19 Symptoms.
5. You will adhere to social distancing requirements at all times
6. You will notify the event organiser if you develop symptoms after the event so other attendees can be informed via the “Test and Trace” protocols